

atturra

NZ Service Terms



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Terms defined in the Master Services Agreement shall bear the same meaning where used in these Service Terms.

Backup Tape Management

1. The scope of the Backup Tape Management Service is for Atturra or one of its specialist third party suppliers to provide a Backup Tape Management Service to:
 - a. Store tape cartridges and other items and boxes in a suitable environment; and
 - b. Deliver to and collect from the delivery and collection address the tape cartridges and other items and boxes according to agreed delivery and collection frequency.
2. Insurance for tape cartridges and other items is your responsibility and you should arrange appropriate insurance cover, at your cost, and such insurance should cover both the value of the physical medium and other items that may be stored and the value of the business information that is stored on the physical mediums.
3. All tape cartridges and other items, mediums and packaging are warranted by you for transportation and storage by Atturra and Atturra is not responsible for any loss or damage to your information caused by defective construction or packaging, handling or loading, storing of the business information, or insufficient or inadequate marking.

Data

4. You are the owner of the business information and any other contents that are stored with Atturra.
5. It is good business practice to protect and secure and prevent unauthorised access to its business information by ensuring that appropriate mechanisms, such as password regimes and or encryption, are implemented to prevent any unauthorised access.
6. It is prudent to ensure that there is a copy of any business information you would never want to permanently lose. It is your responsibility to ensure that a backup copy exists of any such business information and that the backup copy is located separately to the original copy of the business information.

Colocation

1. The scope of the Data Centre – Colocation Service is for Atturra to provide a colocation service for physical rack space, power and cooling for your Equipment at the designated facility.
2. You are required to read and understand the Colocation Technical Handbook (as may be updated by us from time to time), and comply with the requirements detailed in that document.
3. You will not interfere in any way with third party equipment located at the Data Centre.
4. You will notify Atturra immediately of any damage or loss to the colocation facilities in your care. In the event that the colocation facilities in your care are damaged, lost or destroyed, and the cause is found to be negligence or wilful misconduct by you or your agents, you are responsible for all 'make good' costs including any insurance excess that may be payable, within 10 business days of Atturra issuing an invoice to you.

Hosted Infrastructure

1. The scope of the Licencing Service is to provide software licensing to you.
2. Where software is procured by Atturra on your behalf, you will execute all necessary documents in relation to such software as required and instructed by Atturra including applicable end-user agreement to any third party vendor supplying the relevant software. If reporting on usage is required under any vendor's end-user agreement you must report to Atturra accurate usage at the required intervals.
3. In the case of any Microsoft software supplied under a SPLA agreement you are required to have read, understand, and agree to be bound by the Microsoft SPLA License Terms, accessible on Microsoft's official website, for example but not limited to www.microsoft.com/en-us/licensing/licensing-programs/spla-program and accept that all conditions that apply.
4. The scope of the Hosted Infrastructure – Shared Service is for Atturra to provide a shared cloud environment, which can be scaled between pre-defined pools (vCPU, RAM, Storage) to suit your business requirements and that this Service does not include any form of data back-up.
5. Atturra maintains the shared platform hardware and hypervisor. You are responsible for maintaining and managing your own VM guests and accept they will have no access to provisioning additional resources.

Internet

1. The scope of the Managed WAN & Internet Service is for Atturra to provide managed wide area network (WAN) and Internet services including installation and ongoing management as per the final proposal.
2. Security is your responsibility as Atturra will implement the WAN and firewall as part of the Service to your specifications.
3. The Service is subject to vendor availability and in the event the pre-qualified Service isn't available for any reason, Atturra reserves the right to alter the Service which may result in a good faith renegotiation of the Service and associated fee schedule.

Online Backup

1. The scope of the Online Backup Service is for Atturra to provide a backup service that backs up your data to Atturra's Online Backup infrastructure and provides the infrastructure and facilities required for long term storage of your backup information. The Atturra Service Desk will send update emails every standard working day regarding backup performance and these updates will include, but not be limited to, success, failures and amount of data backed up.

Network and Infrastructure

2. Unless provided by Atturra, you are responsible for arranging your own data connection and ensuring you have adequate network throughput to meet your data backup requirements to Atturra servers and systems, and Atturra is not responsible for your network or data connection performance. Where Atturra is providing a data connection it is not liable for network connectivity issues outside of its control.
3. Atturra reserves the right to limit your capability to restore data from the Online Backup infrastructure. This limitation is to reduce the impact of sustained data transfer which might impact other customer usage of this Service. Where Atturra is required to limit your capability of larger volume data restorations from the Online Backup infrastructure, restoration can be accomplished by logging a Service Desk engagement. This does not in any way limit restores performed from the Online Backup infrastructure located at your site.
4. Atturra's pricing model is based on the volume of data stored at a per GB rate.

Backup Services

5. Atturra will provide first level support via a Service Desk. Any Service Desk engagement will be charged at Atturra's standard hourly rates for data recovery. In the event the entire server fails, you must subscribe to additional Services namely Server Recovery

Exercises and Standby Equipment. Standby Equipment is only required if you are unable to provide your own equipment to engage Activation Usage.

6. Atturra will take all reasonable care and attention to ensure the availability of any Service. However, you accept that due to the nature of computer systems and software that from time to time software bugs or hardware faults may occur, which may disrupt the Service. Atturra shall not be held liable for any disruptions to the Services beyond its reasonable control.
7. Atturra will ensure all reasonable efforts are taken to preserve the integrity and safety of your data stored on any Service.

Online Server Replication

1. The scope of the Online Server Replication Service is for Atturra to replicate designated servers to Atturra.
2. The process of executing the Service temporarily increases the CPU and Disk I/O load on designated servers, and may also result in temporary load on your local area network.
3. The usefulness of the activated replica designated server will be limited by the amount of data communications bandwidth provisioned to your site.

Network Throughput

4. Unless provided by Atturra, you are responsible for arranging your own data connection and ensuring you have adequate network throughput to meet your data backup requirements to Atturra servers and systems, and Atturra is not responsible for your network or data connection performance. Where Atturra is providing a data connection it is not liable for network connectivity issues outside of its control.
5. The Customer agrees that where the performance of the selected data communications circuit does not meet the Customer's needs, the Customer will meet all costs relating to the installation of the recommended data communications, including any additional one off set up costs (if applicable).
6. Atturra will use commercially reasonable efforts to ensure that it has sufficient bandwidth and network capacity to receive customer data.

Backup Services

7. Atturra will provide first level support via a Service Desk. Any Service Desk engagement will be charged at Atturra's standard hourly rates for data recovery. In the event the entire server fails, you must subscribe to additional Services namely Server Recovery Exercises and Standby Equipment. Standby Equipment is only required if you are unable to provide your own equipment to engage Activation Usage.
8. Atturra will take all reasonable care and attention to ensure the availability of any Service. However, you accept that due to the nature of computer systems and software

that from time to time software bugs or hardware faults may occur, which may disrupt the Service. Atturra shall not be held liable for any disruptions to the Services beyond its reasonable control.

9. Atturra will ensure all reasonable efforts are taken to preserve the integrity and safety of your data stored on any Service.

Online Snapshot

1. The scope of the Online Snapshot Service is for Atturra to Snapshot Backups of designated servers to the local server at your Site and subsequently to Online Snapshot infrastructure at Atturra and that the Customer is responsible for identifying the designated servers to be replicated and to select the replication type.

Network Throughput

2. Unless provided by Atturra, you are responsible for arranging your own data connection and ensuring you have adequate network throughput to meet your data backup requirements to Atturra servers and systems, and Atturra is not responsible for your network or data connection performance. Where Atturra is providing a data connection it is not liable for network connectivity issues outside of its control.
3. The Customer agrees that where the performance of the selected data communications circuit does not meet the Customer's needs, the Customer will meet all costs relating to the installation of the recommended data communications, including any additional one off set up costs (if applicable).
4. Atturra will use commercially reasonable efforts to ensure that it has sufficient bandwidth and network capacity to receive customer data.

Backup Services

5. Atturra will provide first level support via a Service Desk. Any Service Desk engagement will be charged at Atturra's standard hourly rates for data recovery. In the event the entire server fails, you must subscribe to additional Services namely Server Recovery Exercises and Standby Equipment. Standby Equipment is only required if you are unable to provide your own equipment to engage Activation Usage.
6. Atturra will take all reasonable care and attention to ensure the availability of any Service. However, you accept that due to the nature of computer systems and software that from time to time software bugs or hardware faults may occur, which may disrupt the Service. Atturra shall not be held liable for any disruptions to the Services beyond its reasonable control.
7. Atturra will ensure all reasonable efforts are taken to preserve the integrity and safety of your data stored on any Service.

Server Recovery

1. The scope of the Server Recovery Service is for Atturra to perform a yearly scheduled Server Recovery Exercise and provide ongoing access to the expertise required to recover a server during an unplanned event.
2. The Fees, payable monthly, are effectively the total cost of the Service amortised over a rolling 12 month cycle. If the Service is not performed within each 12 month cycle any entitlement is forfeited.
3. An unrecoverable server is a valid finding as this Service is not a guaranteed recovery but rather a test to establish if a full recovery is possible, in the event it is not recoverable the Service will identify the failure points. Atturra is not responsible for any loss suffered by you due to such an occurrence.
4. The execution of a Server Recovery Exercise is subject to unforeseen events consistent with the unpredictable nature of servers and their associated technicalities or as a result of issues inherent with branded operating systems, applications or your specific server configuration. A subsequent execution of the Server Recovery Exercise to recover the backup information or replica may result in an outcome inconsistent with a previous or expected outcome.
5. In the event a Server Recovery Exercise is unable to be completed due to circumstances within Atturra's control or another customer activates requiring the diversion of resources, you shall, if directed by Atturra, immediately vacate and give back Standby Offices Facilities or Standby Equipment and Atturra will schedule completion of any uncompleted portion of the Service or a replacement Server Recovery Exercise(s) as soon as is reasonably possible at its cost and at an agreed subsequent time and date. This will be your sole remedy in these circumstances. Atturra shall not be responsible for any loss or costs incurred by you due to such temporary suspension of the Service.

Activation

6. You may perform a file restore from the local server at your site and you accept that if you engage Atturra to recover a file or server there is an associated fee for this service.
7. You accept that where you or another customer activates the Online Backup infrastructure for recovery of servers/s at Atturra, there may be a reduction in the routine Online Backup infrastructure performance of other customers using the service. Where there is any significant reduction in performance, Atturra will use reasonable efforts to notify all customers using the service.

Verifying the Server Recovery Exercise

8. Atturra will agree with you within each relevant 12 month period, the scope of the verification and the verification date and time.
9. You may provide a workstation for the purpose of verifying the Server Recovery Exercise. Alternatively, Atturra may provide a standard workstation image for this purpose. If required, Atturra will install your workstation image for an additional charge.
10. Atturra recommends that you verify the Server Recovery Exercise for each server. If you are unable to verify within the agreed server recovery timeframe, then the exercise will conclude at that point. You will have one Business Day to verify the Server Recovery Exercise. If you require an extension, this will incur an additional charge.

Planned Activation

11. Each Planned Activation is a customised engagement to test specific recovery scenarios with pricing based on agreed scope in advance (SOW). If the Service is not performed within each 12 month cycle, any entitlement is forfeited. There is no reduction in fees for a reduction in SOW. Any increase in SOW within the 12 month period is charged as a lump sum in addition to the monthly fee.

Snapshot Cloud

1. The scope of the Snapshot Cloud Service is for Atturra to provide a cloud repository using (ShadowProtect) Snapshot Cloud infrastructure to store your backup information and the infrastructure and facilities required for long term storage of your backup information.
2. The initial seed load will be completed over your network or the internet where your network throughput allows. In the event your network throughput does not enable a successful seed load, you will back up onto a local device to enable this step to be completed.
3. You must comply with Atturra's guidelines for the Snapshot Cloud Service. Atturra reserves the right to terminate access to the Atturra Snapshot Cloud infrastructure if you fail to comply with Atturra guidelines or conducts any inappropriate use of the system (including but not limited to security breaches).

Network Throughput

4. Unless provided by Atturra, you are responsible for arranging your own data connection and ensuring you have adequate network throughput to meet your data backup requirements to Atturra servers and systems, and Atturra is not responsible for your network or data connection performance. Where Atturra is providing a data connection it is not liable for network connectivity issues outside of its control.

5. Atturra will ensure appropriate and sufficient network throughput is available to the Snapshot Cloud infrastructure. Atturra will use commercially reasonable efforts to ensure that it has sufficient bandwidth and network capacity to receive customer data.
6. The Customer agrees that where the performance of the selected data communications circuit does not meet the Customer's needs, the Customer will meet all costs relating to the installation of the recommended data communications, including any additional one off set up costs (if applicable).
7. It is your responsibility to manage upload bandwidth throttling as required.

Network and Infrastructure

8. Atturra recommends encrypting the resulting backup file on the cloud repository.
9. You will manage your Snapshot Cloud backup schedules, retention policies and specification of backup information to be transferred to Atturra's Snapshot Cloud infrastructure.
10. You are also responsible for monitoring success and checking the integrity of your Snapshot Cloud backups (stored locally and in cloud repository).
11. All backup information stored with Atturra on Snapshot Cloud infrastructure will be held on magnetic disc by default. You can request long term storage of backup information on magnetic tape for an additional fee.
12. Snapshot Cloud infrastructure is not backed up by default.
13. It is prudent to ensure that there is a copy of any business information you would never want to permanently lose. It is your responsibility to ensure that a backup copy exists of any such business information and that the backup copy is located separately to the original copy of the business information.

Restoration of Data and Service Desk

14. Atturra reserves the right to limit your throughput if a Snapshot Cloud backup or restore is impacting other customer services. This does not in any way limit restores performed from your local Snapshot Cloud infrastructure located at your site.
15. All your requested restores from tape will incur an additional charge.
16. You are responsible for specifying the files required for restore and requests must be logged with the Atturra Service Delivery team.

Data charges

17. Atturra's pricing model is based on the volume of data stored at a per GB rate.
18. You are responsible for the configuration within your backup environment and the resulting data volume stored on the Atturra Snapshot Cloud infrastructure.
19. Fees exclude any data costs you may be charged by your communications provider.

Backup Services

20. Atturra will provide first level support via a Service Desk. Any Service Desk engagement will be charged at Atturra's standard hourly rates for data recovery. In the event the entire server fails, you must subscribe to additional Services namely Server Recovery and Standby Equipment. Standby Equipment is only required if you are unable to provide your own equipment to engage Activation Usage.
21. Atturra will take all reasonable care and attention to ensure the availability of any Service. However, you accept that due to the nature of computer systems and software that from time to time software bugs or hardware faults may occur, which may disrupt the Service. Atturra shall not be held liable for any disruptions to the Services beyond its reasonable control.
22. Atturra will ensure all reasonable efforts are taken to preserve the integrity and safety of your data stored on any Service.

Standby Equipment

1. The scope of the Standby Equipment Service is for Atturra to provide shared access to designated items of Standby Equipment.
2. Activation usage of Standby Equipment by you or any other customer of Atturra, shall be strictly on a **"first-in first-served"** basis and the quantity subscribed (as determined by you after considering your Standby Equipment requirements in the event of any activation) is your **"maximum entitlement"**.
3. You shall notify Atturra immediately of any damage or loss of Standby Equipment in your care. In the event that the Standby Equipment is damaged, lost or destroyed, you are responsible for all 'make good' costs including any insurance excesses that may be payable, within 10 business days of Atturra requesting payment.
4. Atturra shall not be responsible for any loss or damage incurred by you if an item of Standby Equipment is deemed unserviceable when required.
5. Once you have been provided with Standby Equipment you may then transport the Standby Equipment to another location. You are responsible for organising transportation and returning once Activation Usage is completed and will notify Atturra of the equipment's location at all times.
6. You are not obliged to engage Atturra to provide you with technical or any other assistance, however if such assistance is requested it will be provided at Atturra's current time and materials rates.
7. Atturra is not responsible for any loss, damage or delay suffered by you as a result of you being unable to engage Standby Equipment due to another customer's activation.

Server Recovery Service during Activation Usage

8. If a Customer initiates Activation Usage and another Customer is already using any Standby Equipment for the purposes of a Server Recovery Exercise, the Customer shall, if directed by Atturra, immediately give back to Atturra any Standby Equipment. In such an event any uncompleted portion of the Server Recovery Exercise shall be taken at an agreed subsequent time and date. Atturra shall not be responsible for any loss or costs incurred by the Customer due to such temporary suspension of the Server Recovery Exercise.

Standby Offices

1. The scope of the Standby Offices Service is for Atturra to provide shared access to Standby Office space, work stations, and phone systems for the Customer's nominated location.
2. Activation Usage of Standby Offices by you, or any other customer of Atturra, shall be strictly on a **"first-in first-served"** basis and the quantity subscribed (as determined by you after considering your Standby Office requirements in the event of any activation) is your **"maximum entitlement"**.
3. You shall notify Atturra immediately of any damage or loss to Standby Office facilities in your care. In the event that the Standby Office facilities in your care are damaged, lost or destroyed, you are responsible for all 'make good' costs including any insurance excesses that may be payable, within 10 business days of Atturra requesting payment.
4. You are not obliged to engage Atturra to provide you with technical or any other assistance, however if such assistance is requested it will be at Atturra's current time and materials rates.
5. Atturra will ensure that the total subscribed entitlement for all customers who have the same shared address never exceeds the capacity of their subscribed Standby Offices requirements.
6. Atturra shall not be responsible for any loss or damage incurred by you if the Standby Office is deemed unserviceable when required.
7. Atturra is not responsible for any loss, damage or delay suffered by you as a result of you being unable to engage Activation Usage due to another customer's activation. Where you leverage Atturra's internet connection, you will pay all costs associated with your data use and costs incurred through the installation and maintenance of any firewalls required by you.

Activation Usage during Planned Activation Usage

8. If a Customer initiates Activation Usage and another Customer is already using any Standby Offices for the purposes of a Planned Activation, the Customer already using the Standby Office for the Planned Activation shall, if directed by Atturra, immediately vacate and give back to Atturra the Standby Office Facilities and any uncompleted portion of the Planned Activation shall be taken at an agreed subsequent time and date. Atturra shall not be responsible for any loss or costs incurred by the Customer due to such temporary suspension of the Planned Activation.

Veeam Cloud Connect

1. The scope of the Veeam Cloud Connect Service is for Atturra to provide a cloud repository using Veeam Cloud Connect infrastructure to store your backup information and the infrastructure and facilities required for long term storage of your backup information.
2. The initial seed load will be completed over your network or the internet where your network throughput allows. In the event your network throughput does not enable a successful seed load, you will back up onto a local device to enable this step to be completed.
3. You must comply with Atturra's guidelines for the Veeam Cloud Connect Service. This includes but is not limited to the configuration of backup copy jobs, transaction log truncation, encryption, WAN acceleration and task scheduling. Atturra reserves the right to terminate access to the Atturra Veeam Cloud Connect infrastructure if you fail to comply with Atturra guidelines or conducts any inappropriate use of the system (including but not limited to security breaches).

Network Throughput

4. Unless provided by Atturra, you are responsible for arranging your own data connection and ensuring you have adequate network throughput to meet your data backup requirements to Atturra servers and systems, and Atturra is not responsible for your network or data connection performance. Where Atturra is providing a data connection it is not liable for network connectivity issues outside of its control.
5. Atturra will ensure appropriate and sufficient network throughput is available to the Veeam Cloud Connect infrastructure. Atturra will use commercially reasonable efforts to ensure that it has sufficient bandwidth and network capacity to receive customer data.
6. The Customer agrees that where the performance of the selected data communications circuit does not meet the Customer's needs, the Customer will meet all costs relating to the installation of the recommended data communications, including any additional one off set up costs (if applicable).

7. It is your responsibility to manage upload bandwidth throttling as required.

Network and Infrastructure

8. Atturra recommends encrypting the resulting backup file on the cloud repository.
9. You will manage Veeam backup schedules, retention policies and specification of backup information to be transferred to Atturra's Veeam Cloud Connect infrastructure.
10. You are also responsible for monitoring success and checking the integrity of your Veeam backups (stored locally and in cloud repository).
11. All backup information stored with Atturra on Veeam Cloud Connect infrastructure will be held on magnetic disc by default. You can request long term storage of backup information on magnetic tape for an additional fee.
12. Veeam Cloud Connect infrastructure is not backed up by default.
13. It is prudent to ensure that there is a copy of any business information you would never want to permanently lose. It is your responsibility to ensure that a backup copy exists of any such business information and that the backup copy is located separately to the original copy of the business information.

Restoration of Data and Service Desk

14. Atturra reserves the right to limit your throughput if a Veeam Cloud Connect backup or restore is impacting other customer services. This does not in any way limit restores performed from your local Veeam infrastructure located at your site.
15. All your requested restores from tape will incur an additional charge.
16. You are responsible for specifying the files required for restore and requests must be logged with the Atturra Service Delivery team.

Data charges

17. Atturra's pricing model is based on the volume of data stored at a per GB rate.
18. You are responsible for the configuration within your backup environment and the resulting data volume stored on the Atturra Veeam Cloud Connect infrastructure.
19. Fees exclude any data costs you may be charged by your communications provider.

Backup Services

20. Atturra will provide first level support via a Service Desk. Any Service Desk engagement will be charged at Atturra's standard hourly rates for data recovery. In the event the entire server fails, you must subscribe to additional Services namely Server Recovery Exercises and Standby Equipment. Standby Equipment is only required if you are unable to provide your own equipment to engage Activation Usage.
21. Atturra will take all reasonable care and attention to ensure the availability of any Service. However, you accept that due to the nature of computer systems and software that from time to time software bugs or hardware faults may occur, which may disrupt the Service. Atturra shall not be held liable for any disruptions to the Services beyond its reasonable control.
22. Atturra will ensure all reasonable efforts are taken to preserve the integrity and safety of your data stored on any Service.