

SERVICE SCHEDULE – MANAGED BACKUP SERVICE



This Service Schedule sets out the service description and service terms that apply to the Managed Backup Service.

1 SERVICE DESCRIPTION

1.1 The description of the managed back up service (**Service**) is set out in Table 1 below. The Service may include some or all of the features in Table 1 (which may be revised by us from time to time). We will provide you with reasonable prior written notice of this change and if the change causes you more than a minor detriment, you may cancel the Service without payment of Early Termination Charges by providing us with written notice delivered within 45 days from our written notice to you under this clause 1.1.

Table 1

Item	Description
Service Support and Software	Email Granular Protection
	CommVault Enterprise Software including upgrades, patching, Telstra support 24/7/365, monitoring with pro-active issue resolution and remote log on, full reporting, E-discovery, live-mount, file archiving module.
Services includes:	Data back-up and restore services Maintenance and support On-boarding Back-up Global service desk Incident resolution Reporting and monitoring Back-up policy configuration Creation of Azure storage accounts

1.2 Additional description of the Service is set out below:

- (a) **CommVault License:** For each server that we back up, there is a CommVault License associated with it and the said license is allocated to you upon you taking up the Service. You must notify us if you decide to reduce or increase the number of back up servers. Such increase or reduction will be reflected in the monthly invoice.
- (b) **Telstra Managed Azure Storage Accounts:** We will build a separate subscription for you in our Azure subscription. In the Azure subscription, there will be separate storage accounts for your geolocation infrastructure to back up data to. The Azure subscription also contains the following components:
 - (i) **“COOL” tier:** We typically stores data in the “COOL” storage tier as this has a lower storage cost but it also comes with data retrieval and egress charges. This is ideal for customers that primarily want to back up data and only occasionally do restores.
 - (ii) **“HOT” tier:** This tier comes with a slightly higher storage cost at the outset but has no retrieval costs. Egress charges still applies as per the previous tier. This is good for customers that want to do regular restores.
 - (iii) **“ARCHIVE” tier:** Archive storage tier will be used if you outline your intention to have your data stored into a storage account for data which is classified as “archive data” during the roll out of the Service or as part of your backup policy. This storage account has significant lower storage costs but has a higher rehydration cost and longer retrieval time than the other two storage tiers. If data is moved to the Archive tier and then deleted or moved to the Hot or Cool tier after 45 days from the date the data is stored, you will be charged an early deletion fee equivalent to 135 (180 minus 45) days of storing that data in the Archive tier.

SERVICE SCHEDULE – MANAGED BACKUP SERVICE



- (iv) Egress costs are set by our vendor (Microsoft Azure) and as such are beyond our control and this charge applies to all Azure data that is moved out of an Azure service.

1.3 In addition to clause 1.1 above, the Service will include the following components with value added services as optional and as required:

- (a) Managed Azure Cloud Storage
- (b) Managed CommVault Servers
- (c) Telstra Support
- (d) Valued Added Services (optional)

1.4 The Service is made up of different service component types ranging from initial setup elements through to on-going operational elements. These service components are listed below.

Table 2:

Service Component	Description
Telstra Azure Cloud Storage Service	<ul style="list-style-type: none"> • Azure Cloud Storage • Secure and separate from other customers • Only accessible to the customer it has been provisioned for
Commissioning	<ul style="list-style-type: none"> • Migration of existing backups policy to new solution • Low-level design creation • Design consultancy including configuration build • Azure IaaS configuration, service testing and handover to operations
Installation Services	<ul style="list-style-type: none"> • Telstra installation of CommVault media and proxy server and backup service configuration
Maintenance	<ul style="list-style-type: none"> • Troubleshooting assistance, break fix, and patching support • Commvault vendor maintenance (software support including OS and bug fixes)
Management of services & network	<ul style="list-style-type: none"> • 24x7 Global Service Desk • Proactive network and infrastructure monitoring, incident and problem management • Configuration management and change management • Service delivery and service assurance
Reporting	<ul style="list-style-type: none"> • Fault and performance reporting including: <ul style="list-style-type: none"> • Incidents (open, closed, escalated, Service Levels violation etc.) • Backup Server Availability reporting (uptime, downtime) (only available to GCMS customers) • Backup reports including success/fail

1.5 If you require additional services, such services are set out below:

A Service may require additional services, which are offered optionally. Some of these offerings are listed below. Alternative services may be provided on request.

Table 3:

Additional services	Description
Migration Services	A complete review and report of existing deployment and conduct the workload migration from on premise VMware/Hyper-V or other clouds like AWS to a Microsoft Azure datacentre or Telstra private cloud.
Proof of Concepts	A limited implementation of a managed service either within the customer production environment or within a customer lab environment.
Project Management	Professional project management to ensure end-to-end delivery to a customer's requirement.
Office 365	Additional backup service available on demand

Additional terms and charges may apply.

CONNECTION

1.6 Connectivity requirement for establishing a data connection to Azure and for management of such connection are set out below.

Our connection solution includes:

- (a) **IPSEC Tunnel:** This tunnel enables us to manage a non-Telstra Cloud customers Media Agent Servers and Proxy servers.
- (b) **Internet:** Internet connection enables a Non-Telstra Cloud Customer to send backup data to Azure.
- (c) **Out of Bound network (OOB):** This network connection enables Telstra cloud customers that have private cloud to send their backup data via Telstra backbone network without using up their internet bandwidth.

1.7 You acknowledge and agree that we may use third party suppliers to provide or perform elements of the Service.

2 TERM, TERMINATION AND EARLY TERMINATION CHARGES

TERM AND TERMINATION

- 2.1 The minimum service term for this Service is 12 months from the Service Start Date.
- 2.2 You are responsible for ensuring that you renew and maintain the validity of your software licences and maintenance options.
- 2.3 At the end of the minimum term, if you have a Service, it will continue on a month-to-month basis unless otherwise terminated by you or us, or if you let us know that you do not want to continue beyond the minimum term.

EARLY TERMINATION CHARGES

- 2.4 If your Service is terminated in part or in whole before the end of your chosen minimum term or before the Service Start Date for any reason other than our material breach, we will charge you an amount equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the Service to you and that cannot be reasonably avoided by us as a result of the cancellation, which will not exceed an amount equal to 100% of the charges to be paid for the remaining of the unexpired term.

3 ROLES AND RESPONSIBILITIES

- 3.1 This table outlines the main high-level roles and responsibilities that both parties must comply with. If you have a self-managed cloud platform, you will be required to carry out certain action on our behalf in order for us to provision the Service.

SERVICE SCHEDULE – MANAGED BACKUP SERVICE



3.2 The in-depth roles and responsibilities are set out in the Service Guide. The table below sets out the high-level roles and responsibilities of both parties:

Table 4:

Service	Telstra	Customer
Installation		
Provision OS for CommVault	Y – Telstra Managed Cloud	Y – Self-Managed Cloud
CommVault Software	Y	N
Configuration		
Provide Backup Schedule	Y – Customer to provide and Telstra to action	
Configure Backup Policy	Y	N
Configure Azure Storage	Y	N
Secure Azure Storage	Y	N
Configure F/W Rules	Y – Telstra Managed Cloud	Y – Self-Managed Cloud
Change Management		
Update/Modification backup schedule	Y – Customer to provide and Telstra to action	
Carry out changes to backup policy	Y	N
Request Restore	Y – Customer to provide and Telstra to action	
Reporting		
Provide Reports	Y	N
Monitoring		
Monitor CommVault Servers	Y – Telstra Managed Cloud	N
Fix issues	Y	Y – Only on self-managed Cloud Infrastructure

Key – Y – Yes / N - No

4 SERVICE LEVEL

4.1 Any service level or service assurance terms are set out in the Service Guide.

5 PAYMENT

5.1 The charges for the Service consist of the following which are set out in the Service Order Form:

- MRC; and/or
- NRC.

5.2 The table below sets out the different components of the charges for the Service:

Table 5:

SERVICE	
Service (MRC)	Included
Single Global Helpdesk	Included
Proactive Monitoring & Incident Management	Included
Service Assurance	Included
Online Reporting	Included
In-scope Changes	Included
Migration of existing backup policy	Included
OTHER ADDITIONAL SERVICE	
Additional Service (MRC) & (NRC)	Optional

6 EXPORT CONTROLS

- 6.1 You acknowledge that the software and documentation supplied by us is subject to export controls under the laws and regulations of the United States, the European Union and other countries as applicable, and the software may include export-controlled technologies, including without limitation encryption technology. You agree to comply with such laws and regulations and, in particular, represent and warrant that you:
- (a) will not, unless authorised by U.S. export licenses or other government authorisations, directly or indirectly export or re-export the software and documentation to or use the software and documentation in countries subject to U.S. embargoes or trade sanctions programs;
 - (b) are not a party, nor will you export or re-export to a party, identified on any government export exclusion lists, including but not limited to the U.S. denied persons, entity, and Specially Designated Nationals Lists; and
 - (c) will not use the software and documentation for any purposes prohibited by U.S. law, including but without limitation, the development, design, manufacture or production of nuclear, missile, chemical biological weaponry or other weapons of mass destruction.

7 DEFINITIONS

7.1 In this Service Schedule, unless otherwise stated:

Azure means the cloud computing platform by Microsoft which is our vendor.

MRC means the monthly recurring charges payable for the Service.

NRC means one of payment for the provision of the service.

Service Guide means the document setting out the technical, operational and any other description or matters relating to the Service.

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