



Veeam

CLOUD BACKUP AGREEMENT

Key Benefits

- ❖ Simple setup and configuration
- ❖ Scalable and customisable solution
- ❖ Specifically designed for the Microsoft Windows Operating System
- ❖ Secure offsite data storage
- ❖ Reliable, automated backups with simple restore process
- ❖ Premium encryption and high level data centre security.
- ❖ Protect your entire Server
- ❖ All data stored in Australian Data Centres

Terms of Agreement

- ✚ This option is for customers who operate a business and require critical business data to be backed up from a server.
- ✚ Veeam Cloud Connect Backup Software, herein referred to as VCC, is a software program installed onto Windows Servers requiring a backup to be completed. This software allows data to be securely transmitted to servers located offsite, at a secure storage location.
- ✚ Each customer is assigned a unique user account and password allowing access to the VCC platform.
- ✚ A new backup job is scheduled containing the data which the customer elects to have backed up as well as the frequency of the backup – Daily, Weekly or Monthly and the time at which the backup is to occur.
- ✚ Sydney Onsite Computer Services will calculate the volume of data to be processed and allocate a fixed storage quota allowing for data retention based on the customer's requirements.
- ✚ Should the customer require an increased data quota, this can be requested in writing. Once approved, the customer will receive email correspondence confirming acknowledgement of the upgrade request. The customer's data quota will be upgraded at the commencement of the next billing cycle. In connection with this, the monthly fee will be adjusted according to the data quota requested.
- ✚ In the event that the customer's data exceeds the allocated amount, the customer will be notified either verbally or in writing. A new data allocation will be set and the customer's monthly invoice will be adjusted to reflect the changes.

- ✦ The job will be saved within the VCC software and at the time designated in the schedule, the backup will begin to securely transmit the data to our secure, offsite storage location.
- ✦ This backup will only be carried out if the Server to which it has been installed is powered on and connected to the internet.
- ✦ Each time the backup is processed, a report will be generated confirming the backup has completely successfully and/or if there are any errors.

Associated Costs

Utilisation of the cloud backup service incurs a monthly fee based on the volume of data to be backed up.

The costs are as follows:

Storage Quota	Monthly Cost (inc GST)
100GB	\$37.00
150GB	\$42.00
200GB	\$47.00
250GB	\$52.00
375GB	\$66.00
500GB	\$75.00
750GB	\$90.00
1000GB	\$110.00

Important Information

All data transferred between your devices and our servers is carried out utilising the strongest 256-bit grade encryption available. For the purposes of this agreement, data backups carried out using VCC are securely stored in Australian data centres.

Sydney Onsite Computer Services utilises services provided by The Information Management Group Pty Ltd to facilitate all backups. In respect to this, you accept that at times Sydney Onsite Computer Services may need to disclose sensitive or confidential information about your organisation to such organisations for the purposes of facilitating the cloud backup service.

We will never disclose your personal details to a third party except the necessary information required by providers of products or services you have purchased or to protect the rights, property or safety of Sydney Onsite Computer Services, its customers or third parties or if required by law. Our complete [privacy policy can be found here](#), in accordance with the Privacy Act 1988.

Sydney Onsite Computer Services provides the Cloud Backup Service as a means of ensuring and protecting its customers against data loss. However, the customer has a responsibility to ensure that

their personal computing devices and or computer networks are maintained regularly and that adequate virus protection is installed. Whilst we endeavour to provide this service with a 100% up-time, circumstances outside of our control may mean that this is not always possible.

Sydney Onsite Computer Services advises that **this service should not be relied on as the sole method of data backup** for its clients. We highly recommend the 3-2-1 backup strategy which means having at least three total copies of your data. Two kept locally on different mediums (e.g. computer and external hard drive) and at least one copy offsite (e.g. cloud backup). This ensures redundancy and the ability to be able to quickly recover data if a catastrophic loss occurs.

The service offerings are provided “as is.” Except to the extent prohibited by law, or to the extent any statutory rights apply that cannot be excluded, limited or waived, we and our affiliates and licensors (a) make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the service offerings or the third-party content, and (b) disclaim all warranties, including any implied or express warranties (i) of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, (ii) arising out of any course of dealing or usage of trade, (iii) that the service offerings or third-party content will be uninterrupted, error free or free of harmful components, and (iv) that any content will be secure or not otherwise lost or altered.

You hereby waive any and all claims against Sydney Onsite Computer Services or any of its contractors, agents, affiliates, directors and officers relating to or arising out of any damage or loss of any nature whatsoever that results, directly or indirectly, from Sydney Onsite Computer Services providing cloud backup services to your organisation as requested by you pursuant to this Agreement, including, without limitation, loss of data and damage to your computer hardware, software and/or any related systems.

This Cloud Backup Agreement is made in conjunction with Sydney Onsite Computer Services standard Terms & Conditions of Service and does not supersede any other agreements you may have with Sydney Onsite Computer Services.

In the event that the client no longer requires use of the Cloud Backup service and wishes to terminate this agreement, this may be done so provided it is communicated in writing with a minimum period of thirty days notice.

All backup services are billed via direct debit authorisation from a bank account only. The client will be charged on the nominated day as per this authorisation. If payment fails, the system will wait 3 days before attempting to process the charge again. If the authorisation fails a second time, a dishonour fee of \$5.50 is applicable.

Should the client default on payment for two consecutive months, Sydney Onsite Computer Services reserves the right to terminate provision of this service with immediate effect.

Termination of the service will result in removal of the client's account from our systems and complete destruction of any data contained on our servers without recovery.

If for any reason Sydney Onsite Computer Services is no longer able to provide the Cloud Backup Service to its clients or deems it be financially unviable, all users of the service will be issued with advance notice advising that the service will be discontinued with a minimum notice period of three months.

Please fill out the following form to complete your acceptance of this agreement

Acceptance of Agreement

Full Name:	
Business Name:	
Business ABN:	
Email Address:	
Street Address:	
Phone Number:	
Mobile Number:	
Date of Birth:	
Storage Quota:	

By my signature below I acknowledge that I have read this Cloud Backup Agreement in its entirety and accept the terms and conditions of using this service.

Signature:

Position (if applicable):

Date (DD/MM/YYYY):
