

DISASTER RECOVERY AS A SERVICE SCHEDULE

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Client (**Client Short Name** / "**Client**" / "**You**" / "**Your**") the entity you represent

This agreement incorporates **The Missing Link's General Terms and Conditions, SmartCLOUD Agreement for Azure and the Microsoft Cloud Agreement**. If there is inconsistency between any of the documents those documents will be interpreted in the following order of priority.

- (a) Microsoft Cloud Agreement
- (b) Disaster Recovery as a Service Schedule
- (c) [SmartCLOUD Agreement for Azure](#)
- (d) General Terms and Conditions

1 CHARGES

- 1.1 Charges for the Service are indicated in the proposal or quote.
- 1.2 Microsoft Azure pricing can be found at <https://azure.microsoft.com/en-au/pricing/>.

2 THE SERVICE

- 2.1 What is Disaster Recovery as a Service (DRaaS)?
 - (a) DRaaS is the supply of systems and professional services that enable The Client to replicate nominated workloads running on physical servers or virtual machines (VMs) from a primary site to a secondary location. When an outage occurs at Your primary site, You fail over to a secondary location, and access applications from there. After the primary location is running again, You can fail back to it.
 - (b) DRaaS is provided at a fixed monthly price per Protected Instance charge.
 - (c) Microsoft Azure resources consumed in addition to the resources included with the Service will be charged to You at an additional fee. This includes resources consumed as part of a failover test or a failover.
 - (d) The features and inclusions of The Service are listed in the table below, this includes Azure Resources and The Missing Link's professional services.
 - (e) DRaaS is not designed to replace a Disaster Recovery (DR) Plan or Business Continuity Plan. You are expected to develop and provide Your own DR plan and business continuity plan.

FEATURES & INCLUSIONS	Self-Managed	Gold	Platinum
Replication of Protected Instances to Microsoft Azure	✓	✓	✓
Microsoft Azure Storage	500GB LRS per VM	500GB LRS per VM	500GB GRS per VM
Account Manager	✓	✓	✓
Capacity, compatibility and objectives planning		✓	✓
Customised Recovery Plan		✓	✓
Health Monitoring		✓	✓

Failover Testing		✓	✓
Disaster recovery plan			✓
Business impact analysis			✓
Telephone and remote support		✓	✓
Incident and Problem Management		✓	✓
Solution documentation		✓	✓
Standard and Minor Changes		✓	✓
Failover and failback operations	Time & Materials	Time & Materials	Time & Materials
Major Changes	Time & Materials	Time & Materials	Time & Materials
Management or resolution of issues relating to inadequate or out-of-warranty infrastructure	Time & Materials	Time & Materials	Time & Materials
Management or resolution of issues resulting from The Client's failure to meet their responsibilities as outlined in Section 4	Time & Materials	Time & Materials	Time & Materials
Installation of new hardware and/or software	Time & Materials	Time & Materials	Time & Materials

2.2 Replication of Protected Instances to Microsoft Azure

- (a) The Service is based on Microsoft's Azure Site Recovery technology, the secondary location in the event of a disaster will be the Microsoft Azure datacentres.
- (b) Protected Instances replicated by this Service are connected via The Clients' Data Carriage Service to Microsoft Azure datacentres.

2.3 Microsoft Azure Storage

- (a) Self-Managed plans include 500GB of Locally Redundant Storage (LRS) in Microsoft Azure per Protected Instance.
- (b) Gold plans include 500GB of Locally Redundant Storage (LRS) in Microsoft Azure per Protected Instance.
- (c) Platinum plans include 500GB of Geo-Redundant Storage (GRS) in Microsoft Azure per Protected Instance.
- (d) GRS storage is replicated across multiple Azure datacentres.
- (e) All plans provide 10 billion write and 10 billion read operations per Protected Instance.
- (f) Your storage allocation will be pooled per plan type.
- (g) Storage usage in excess of the included allocation will be charged to You at an additional cost.

2.4 Capacity, compatibility and objectives planning

- (a) Capacity, compatibility and objectives planning will be performed before the Service is implemented.
- (b) The Missing Link will run a software tool on Your servers for up to 7 days to gather capacity, compatibility and objectives data.
- (c) A report will be produced and provided to You.
- (d) Any change to the capacity, compatibility and objectives planning following the creation of the report is considered a Major Change and will be charged to You at a time & materials rate.

2.5 Customised Recovery Plan

- (a) A customised recovery plan will be designed, created and tested once when The Service is implemented.
- (b) A customised recovery plan is a bespoke recovery plan configured in the Microsoft Azure Site Recovery service that can define groups of Protected Instances for failover together and model dependencies between Protected Instances.
- (c) The Missing Link will work with You to define the recovery objectives of each Protected Instance and any required recovery groups.

- (d) The Missing Link will work with You to define the overall recovery plan.
- (e) A report will be produced and provided to You.
- (f) The Missing Link will configure and test the recovery plan when The Service is implemented.
- (g) Changes to the recovery plan, other than the addition or removal of a Protected Instance, is considered to be a Major Change and will be charged to You at a time & materials rate.

2.6 Health Monitoring

- (a) Health Monitoring is carried out during Business Hours.
- (b) The Missing Link will check the replication status and restore point dates of Your virtual machines to ensure they meet Your RPO, as defined in the documentation provided to You.
- (c) The Missing Link will check You have application and crash consistent restore points for the virtual machines.
- (d) If applicable, The Missing Link will check the health of Your Active Directory replication based on alerts from the monitoring system.
- (e) If applicable, The Missing Link will check the health of Your private connectivity to Azure based on alerts from the monitoring system.

2.7 Failover Testing

- (a) Failover Testing will be carried out once per year.
- (b) Failover Testing will be carried out in business hours only.
- (c) Maximum 4 Hours of effort is allocated to each Failover Test. The Missing Link will test the failover of as many virtual machines that fit into this allocated time.
- (d) Nominated virtual machines will be recovered to a Temporary Sandbox Network. The Missing Link will confirm the virtual machine has been successfully recovered.
- (e) A successful recovery of a virtual machine is determined once the operating system has started.
- (f) The Missing Link will then provide connectivity details to You to carry out further testing. You will advise The Missing Link once Your testing is complete. The Missing Link will then destroy the recovered virtual machines.
- (g) Azure resource costs incurred during the Failover Testing will be charged to You.
- (h) The Missing Link will provide a Failover Testing report to summarise the results of Our testing.

2.8 Disaster Recovery (DR) Plan

- (a) A DR Plan will be created before The Service is implemented.
- (b) You will be required to provide information as requested by The Missing Link.
- (c) A DR Plan document will be created and provided to You.
- (d) The scope of the DR Plan is the Protected Instances within this Service.
- (e) This DR Plan is not designed to replace the need for a full DR Plan that covers Your entire environment. You are expected to develop and provide Your own DR Plan.
- (f) Changes to the DR Plan, other than the addition/removal of a Protected Instance, is considered to be a Major Change and will be charged to You at a time & materials rate.

2.9 Business Impact Analysis

- (a) A Business Impact Analysis will be carried out before The Service is implemented.
- (b) You will be required to provide information as requested by The Missing Link.
- (c) A Business Impact Analysis report will be created and provided to You.
- (d) The scope of the Business Impact Analysis is the Protected Instances within this Service. The Missing Link will identify which business units/departments and processes are essential to keep the business

running, how quickly the business units/departments and processes need to return to full operation and an estimate of the costs of a disaster by business unit/department and process.

- (e) This Business Impact Analysis is not designed to replace the need for a full Business Impact Analysis across all processes in Your business. You are expected to develop and provide your own Business Impact Analysis.
- (f) The Business Impact Analysis is carried out once before the service is implemented. If changes are required to the report, or if an additional Business Impact Analysis needs to be carried out this will be charged to You at a time and materials rate.

3 TERM AND TERMINATION

- 3.1 The term is 12 months, unless otherwise stated in the proposal or quote. The Service must be retained for the duration of the term, this is the minimum service period.
- 3.2 Without limiting The Missing Link's rights or remedies at law, if You terminate the Service before the expiry of that minimum service period, You must pay to The Missing Link an amount which is the Service charges multiplied by the number of months between the date of termination of that Service and the end of the relevant period. Where a discount has been applied to the Installation Charges, this discount amount may also be payable.
- 3.3 Upon expiry of the term, this agreement will automatically renew for the same term as the initial term, unless The Missing Link is notified in writing thirty (30) days before the expiry of the initial term and any subsequent term. The Missing Link will notify The Client of the impending renewal before the expiry of the initial term and any subsequent term.

4 CLIENT RESPONSIBILITIES

- 4.1 The Client is responsible for their own server hardware, software, networking, and related systems.
- 4.2 The Client is responsible for the on-going maintenance of their virtual machines, including adequate patch management.
- 4.3 The Client is responsible for ensuring the recovery point objectives and recovery time objectives meet their organisation and regulatory requirements.
- 4.4 The Client is responsible for maintaining an adequate Data Carriage Service and related systems.
- 4.5 The client is responsible for configuring and maintaining connectivity to the Temporary Sandbox Network for the use in Failover Testing.
- 4.6 The Client is responsible for the on-going maintenance of the Azure configuration server, this includes operating system updates and patching.
- 4.7 The Client is responsible for selecting the Protected Instances to be replicated and the recovery point objectives for each Protected Instance.
- 4.8 The Client agrees to update software in a timely manner when requested by The Missing Link as needed to address security and/or performance issues, this excludes the software provided as part of this Service.
- 4.9 Disaster Recovery planning is the responsibility of The Client. The Missing Link will provide information as requested but primary responsibility for Disaster Recovery remains with The Client.
- 4.10 The Client is responsible for notifying The Missing Link in writing when Protected Instances need to be added or removed.
- 4.11 The Client agrees to not use the Service to store or make available any material or activity that, intentionally or unintentionally, violates any applicable local, state, national, or international law, or any rules or regulations established under such or gives the indication that such violation may be occurring.
- 4.12 The Client agrees to not use the Service to store any material that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorised copying of copyrighted material, the digitisation and distribution or photographs from magazines, books, or other copyrighted sources, and the unauthorised storage of copyrighted software.

4.13 The Client agrees to not use the Service for any activity that adversely affects the ability of other people or systems to use the Service. This includes Denial of Service (DoS) attacks against The Missing Links' systems.

5 SERVICE LEVEL AGREEMENT

5.1 The Client may contact The Missing Link to obtain support for this Service. Response Time is in the table below.

5.2 Response Time

SERVICE	RESPONSE TIME
DESCRIPTION	The time it takes The Missing Link to contact Client to acknowledge a Fault or inquiry.
SERVICE LEVEL	<p>In respect of a Fault, the time taken for The Missing Link to contact Client to advise that it recognises the Fault and has sufficient information to investigate the Fault.</p> <p>In terms of a general inquiry: the time taken for The Missing Link to contact Client to acknowledge a Client inquiry.</p> <p>For the details of the coverage period, and the applicable response times please see the table below 'SLA Table'.</p>

5.3 SLA Table

	STANDARD
Coverage Period	8:30am – 6pm Mon – Fri, excluding NSW Public Holidays
Response Time Within	2 Hours

5.4 A Fault is defined as a problem with the systems at a Microsoft Azure datacentre (excluding Planned Outages and Force Majeure Events) that is preventing the transmission of replication data or the failover of Protected Instances, which is not caused by The Client's equipment, software or Data Carriage Service, and which we, acting reasonably, have determined to be a problem we have responsibility to rectify.

5.5 For the purposes of identifying the commencement time for a Fault, the Service will be deemed to be suffering a Fault when a client service ticket is opened, provided that The Missing Link subsequently accepts the client service ticket. The Service will be deemed restored when the status on the client service ticket changes to resolved.

5.6 Service Level Exclusions

- (a) The Missing Link is not responsible for identifying or remediating Faults where:
- (i) there is a fault with Your server hardware or software, or Data Carriage Service and related systems;
 - (ii) Your server hardware or software, or Data Carriage Service and related systems are inadequate, incompatible, or below minimum requirements.
- (b) The Missing Link's SLA's do not apply where the Service Availability is affected by:
- (i) a fault with Your product or service that is caused by You;
 - (ii) the cutting of cable or fibre which is needed to provide the Service;
 - (iii) interference or damage to our equipment or network by You or by a third party;
 - (iv) any other cause beyond our reasonable control (including, but not limited to, acts of God, industrial disputes of any kind, lightning, fire, earthquake, storm, flood, government restriction, determination of the Australian Competition and Consumer Commission, determination of any court of law or any such similar event);
 - (v) during, or with respect to preview, pre-release, beta or trial versions of a Microsoft Azure service, feature or software (as determined by Microsoft or The Missing Link) or to purchases made using Microsoft subscription credits.

5.7 Service Credit Table

Subject to the Credit Claim Process set out below, if The Missing Link fails to Respond to Fault within the times stipulated for the Service, the credit given will be a percentage set out in the table below of the recurring monthly charges that are payable by You in respect of the affected Service for the calendar month in which the Fault occurred.

The credit per Fault will be a percentage set out in the table below of the recurring monthly charges that are payable by You in respect of the affected portion of the Services (if applicable weighted) for the calendar month in which the Fault occurred. The percentages for the Fault are determined by the priority scale and its target to respond.

If in any one calendar month an incident or series of connected incidents entitles You to lodge a claim for a credit as a result of our failure to achieve more than one Service Level, You are only entitled to a maximum credit of 25% of the amount billed for this service for this month.

SERVICE COMPONENT

	0%	5%	10%	25%
RESPONSE TIMES	Within Target	Outside of Target	N/A	N/A
MONTHLY RECOVERY TIME OBJECTIVE	< 2 hours	N/A	N/A	> 2 hours

5.8 Credit Claim Process

(a) A credit will only be given where:

- (i) You are current with Your payments for all undisputed invoices rendered before the claim;
- (ii) You have lodged with The Missing Link a claim for a credit and provided The Missing Link with all evidence available to You to support such claim including a The Missing Link ticket number. Credit claims are not accepted where a Ticket has not been lodged with The Missing Link;
- (iii) Claims have been received by The Missing Link within 30 days of the end of the month to which the claim relates; and
- (iv) The Missing Link has acknowledged to You responsibility for the fault.

5.9 The Missing Link will make an acknowledgement to You within 30 days of Your lodging a claim the outcome of Your claim. If You disagree with The Missing Link's denial of a claim, You shall be entitled to exercise the dispute resolution procedures described in the General Terms and Conditions.

5.10 Claims where The Missing Link has accepted responsibility will be applied to Your billing during the month following The Missing Link's acknowledgment of responsibility for the fault.

5.11 If The Service is Self-Managed, in order for The Missing Link to consider a claim, you must submit the claim in writing including all information necessary for The Missing Link to validate the claim, including but not limited to:

- (a) a detailed description of the Incident;
- (b) the number and location(s) of affected users (if applicable);
- (c) descriptions of your attempts to resolve the Incident at the time of occurrence.

5.12 The Missing Link must receive the claim by the end of the calendar month following the month in which the Incident occurred.

5.13 The Missing Link will evaluate all information reasonably available to us and make a good faith determination of whether a service credit is owed. You must be in compliance with this Schedule in order to be eligible for a service credit.

6 ADDRESSES FOR NOTICES

The Missing Link Network Integration Pty Ltd

9-11 Dickson Avenue Artarmon NSW 2064

Facsimile: 02 9966 4664

Email: admin@themissinglink.com.au

Client Details

As per the information supplied during the account application and/or proposal phase. It is the Client's responsibility to advise The Missing Link of any changes to their contact details.

7 DEFINITIONS

Business Hours means 8:30am – 6pm Mon – Fri, excluding NSW Public Holidays.

Carrier means the owner of a network telecommunications unit that has been granted a carrier license.

Carriage Service Provider means the organisation that supplies a carriage service to the public using a telecommunications network unit.

Data Carriage Service means the service obtained from a Carrier or Carriage Service Provider that is used to physically transfer data over a point-to-point or multipoint communications channel by means of electromagnetic energy.

Denial of Service (DoS) means an attack that attempts to render a machine or network unavailable to its intended users.

Disaster Recovery means the process of transferring control, either simulated or actual, of a Protected Instance from Your site to Microsoft Azure data centre.

Failover means the process of transferring control, either simulated or actual, of a Protected Instance from a primary site to a secondary site.

GB means a Gigabyte

Geo-Redundant Storage (GRS) is replicated synchronously within a Primary Region and then replicated asynchronously to a Secondary Region. You cannot directly read data from or write data to the Secondary Region associated with GRS.

Incident Management means a defined process for logging, recording and resolving incidents. The aim is to restore the Service as quickly as possible. This excludes incidents relating to the data or infrastructure not managed by The Missing Link.

Installation Charges means the one-off charges for installation and configuration of the system as detailed in the proposal or quote.

Locally Redundant Storage (LRS) replicated synchronously only within a Primary Region.

Major Changes means any risky or high impact changes that are beyond maintenance of The Client's existing products and technologies at their optimum levels.

Management or Resolution of Issues Relating to Inadequate or Out-Of-Warranty Infrastructure means The Missing Link will charge on a time & materials basis for work that is carried out on infrastructure that is inadequate for The Client's requirements, out-of-warranty or where support is no longer being provided by the manufacturer. The Missing Link will give The Client notification of such charges prior to carrying out any work.

Management Portal means the web interface, provided by Microsoft, through which clients may have access to Azure resources.

Problem Management means a defined process for logging, recording and resolving problems. The aim is to detect the underlying cause of the incident to prevent it from reoccurring.

Protected Instance refers to a virtual or physical machine configured for replication by the Azure Site Recovery Service from a primary site to a secondary site.

Primary Region is a geographical region in which data within a storage account is located.

Recovery Time Objective (RTO) means the period of time beginning when The Missing Link initiates a Failover of a Protected Instance experiencing either a planned or unplanned outage to the time when the Protected Instance is running as a virtual machine in Microsoft Azure, excluding any time associated with manual action or the execution of Customer scripts.

Secondary Region is a geographical region in which data within a GRS Account is replicated and stored.

Standard and Minor Changes means as follows:

Standard Changes means documented low risk or low impact changes carried out to maintain Supported Products and Technologies or for the purposes of user and group administration.

Minor Changes means undocumented low risk or low impact changes carried out to maintain Supported Products and Technologies or for the purposes of user and group administration.

Subnet refers to a logical subdivision of an Azure Virtual Network.

Temporary Sandbox Network refers to a single Azure Subnet that is configured for use in Failover Testing. This Subnet will have limited connectivity to The Clients' on-premises infrastructure to ensure production workloads are not impacted by Failover Testing.

Virtual Network refers to the logical isolation of the Azure cloud dedicated to Your subscription.

Monthly Recovery Time Objective for a specific Protected Instance configured for replication in a given billing month is two hours.