

# OUR CUSTOMER TERMS CLOUD SERVICES – REMOTE BACKUP POWERED BY MOZYPRO

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# OUR CUSTOMER TERMS

## CLOUD SERVICES – REMOTE BACKUP

### POWERED BY MOZYPRO

Certain words are used with the specific meanings set out below or in the [General Terms section of Our Customer Terms](#).

#### 1 ABOUT THE REMOTE BACKUP POWERED BY MOZYPRO SECTION

- 1.1 This is the Remote Backup powered by MozyPro section of Our Customer Terms. Depending on the nature of the products and services you are receiving under this Cloud Services section, provisions in other parts of the Cloud Services section, as well as in the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm>, may apply.
- 1.2 Unless you have entered into a separate agreement with us which excludes them, the General Terms section of Our Customer Terms also applies. See section one of the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm> for more detail on how the various sections of Our Customer Terms are to be read together.
- 1.3 See section one of the General Terms of the Cloud Services section for more detail on how the various parts of the Cloud Services section are to be read together.

#### 2 REMOTE BACKUP POWERED BY MOZYPRO APPLICATION

**Remote Backup (MozyPro) is not available for purchase by new customers from 21 September 2018. Existing customers can continue on their applicable terms until further notice.**

##### What is Remote Backup?

- 2.1 The Remote Backup application is an online data backup application which gives you and your users the capability to backup and restore data files to and from servers or users' devices for an agreed period of time.
- 2.2 The Remote Backup application uses software to encrypt data from your devices before transmitting them over the connection to our application platform.

##### Eligibility

- 2.3 You must have an Internet connection between your devices and our application platform in order to use and manage the Remote Backup application.

#### 3 APPLICATION FEATURES

- 3.1 Each Remote Backup plan includes an amount of data storage for your device and server requirements. You can share the storage amount across multiple devices or across multiple servers, but you cannot share the storage amount across both devices and servers. You can set limits on the amount of data each individual device or server can backup, but the plan

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will limit the overall amount of data that can be backed up for that pool of devices or servers (as applicable).

- 3.2 You can add and remove plans in accordance with any User Guide that is provided in connection with the Remote Backup application.

### Your responsibility

- 3.3 You need to nominate a system administrator to manage your Remote Backup application.
- 3.4 We provide support to the system administrator that you nominate. We do not provide support for all of your users. Support to your nominated system administrator includes assistance with ad hoc questions about the Remote Backup application but does not include on-site assistance.
- 3.5 You are solely responsible for your conduct and data related to your Remote Backup application. If you lose your password or the encryption key for your account, you may not be able to access your data.
- 3.6 You are responsible for:
- (a) activating new user accounts, including deploying the software through the Telstra Apps Marketplace;
  - (b) providing support to your users including product information, technical enquiries and training in connection with the Remote Backup application;
  - (c) managing your users, including upgrading and downgrading plans and account suspension and/or cancellation; and
  - (d) the Internet connection between your devices and our application platform.
- 3.7 If your device fails you must ensure that it is fully and properly restored (including re-installation of all relevant software if applicable) before re-connecting or re-accessing our application platform.

### Your data

- 3.8 When you back up data through the Remote Backup application, you agree that we and our suppliers may copy and store such data as part of the Remote Backup application.
- 3.9 On cancellation of your Remote Backup plan, we will discard all data associated with that plan. If you require any such data, you must download such data prior to cancellation of your Remote Backup plan.
- 3.10 If you delete a particular file, we will store that deleted file for 30 days. After that period, we will not be able to restore the deleted file for you.
- 3.11 We (and our suppliers) may collect certain non-personally identifiable information which resides on your device, including, without limitation, statistics relating to how often backups are started and completed,

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performance metrics relating to the software, and configuration settings. This information may be sent to our supplier and used by them as they see fit.

#### Limitations

- 3.12 We do not monitor other services (for example, your Internet service) even if we have visibility of those services in connection with the Remote Backup application.
- 3.13 We are not responsible for the purchase or speed of your device or server.
- 3.14 The Remote Backup applications will only backup data to the maximum data limit in your plan. If you do not use your data limit in one month, the remainder of your limit does not roll over to the next month.
- 3.15 The Remote Backup application transmits data over an Internet connection to our application platform. You acknowledge that we are not responsible for the Internet connection (or monitoring that connection) and data may be delayed or lost if your Internet connection is compromised. If the transfer of your data to our application platform is time critical, you acknowledge that the Remote Backup application is not suitable for you.
- 3.16 You must ensure your Internet connection has a minimum upload bandwidth of 128 kbps available for use in connection with the Remote Backup application.
- 3.17 The Service Software and application are not intended for use in connection with any nuclear, aviation, mass transit, or medical application or any other inherently dangerous application that could result in death, personal injury, catastrophic damage, or mass destruction, and you agree that, to the extent permitted by law, we have no liability to you as a result of any such use of the software.

#### Service Software

- 3.18 You will need to install software on each device or server that you wish to use with the Remote Backup application.
- 3.19 We do not guarantee that the software for the Remote Backup application is compatible with other software that your users may have on your device or server. If the software is not compatible with other software that a user has, we may not be able to provide the Remote Backup application for that device or server.
- 3.20 You must ensure that your users do not distribute or install the Service Software on other devices without your system administrator's prior approval. If a user installs the Service Software on a device without authority from the system administration, you will be responsible for this, including paying the charges for the account.
- 3.21 The Service Software may periodically check for updates, you agree that we may automatically download and install updates on your devices.

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## Export

- 3.22 You acknowledge that use of the Remote Backup application may be subject to the export and import laws of the United States of America and other countries. You agree to comply with all export and import laws and regulations. In particular, you acknowledge that the Remote Backup application may not be exported or re-exported to any U.S. embargoed countries or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Remote Backup application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Products for any purposes prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

## 4 CHARGES

- 4.1 The charges for your Remote Backup application will depend on the plan that you select.
- 4.2 We will charge you a monthly charge for each plan that you acquire (as set out in the Telstra Apps Marketplace).

## 5 TERM AND EARLY TERMINATION CHARGE

- 5.1 You must subscribe to each Remote Backup plan for an initial term of 12 months ("**Initial Term**") (excluding any trial period).
- 5.2 If your Remote Backup application is terminated for any reason (other than for our material breach) during the Initial Term, we may charge you an early termination charge calculated as 65% of the monthly charges for the subscription multiplied by the number of remaining months in the Initial Term at the date of termination, plus any set up charges.

## 6 SERVICE LEVELS

### What are our service levels?

- 6.1 Unless a service level exclusion applies, we aim to meet the service levels for your application set out in the table below. Service levels do not apply during any trial period for the application. You acknowledge that our service levels are targets only and we will not be responsible for failing to meet them.

Application	availability target
Remote Backup powered by MozyPro	99.5%

### Service level exclusions

- 6.2 We will not be liable for failure to meet a Service Level which:
- (a) is caused by you or as a result of your negligence or breach of an obligation including any breach by you or your users of obligations under Our Customer Terms;

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- (b) is caused by you or your users failing to follow our reasonable directions;
  - (c) arises from you providing us with full and accurate information about the incidents that you report to us;
  - (d) is attributable to an event not reasonably within our control or our sub-contractor's control;
  - (e) results from any problems or unavailability of internet connectivity or your internal network;
  - (f) occurs during Scheduled Downtime;
  - (g) without limiting any of the above, is due to any of the following faults:
    - (i) faults caused by hardware, software or systems used by you (such as due to incompatibility), unless such hardware, system, software is provided by us as part of the application;
    - (ii) faults caused by you or any person accessing your application using your password or access key or by your invitation;
    - (iii) faults caused by your negligence or the negligence of any person accessing your application using your password or access key or by your invitation;
    - (iv) faults due to wilful damage to your application by you or any person accessing your application using your password or access key or by your invitation;
    - (v) faults with your equipment that have not been caused by us; or
  - (h) is a result of downtime required by Telstra to implement an emergency or planned outage to perform urgent or maintenance work. We aim to provide you with as much notice (through the Telstra Apps Marketplace) as possible before an emergency outage.
- 6.3 If we determine that you have submitted a Claim that relates to one of the exclusions, we may charge you, and you agree to pay, our reasonable costs incurred in examining, or rectifying the problems referred to in, your Claim.