



**RESOLVER  
GROUP**

# Resolver Group

**Service Schedule**

**Office365 Backup**

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# 1 The Agreement

## 1.1 The Parties

1.1.1 Check Technology Group Pty Ltd ABN 22 623 070 057, Suite 126, 58 – 62 Water Street South, Toowoomba, Queensland Australia (hereinafter referred to as “Resolver Group”, “us”, “our”) and the Customer (being an entity subscribing to Resolver Group for the provision of services) agree that by accessing Resolver Group Services, you (hereinafter referred to as “The Customer”, “you” and “your”) accept, without limitation or qualification, the terms and conditions contained within this Standard Form of Agreement.

## 1.2 What is a Service Schedule?

1.2.1 The Resolver Group Service Description defines the services offered and specific terms and conditions for each of these Services. This document forms part of our Standard Form of Agreement (SFOA). The SFOA is made up of:

- a) General Terms and Conditions;
- b) Service Descriptions; and
- c) Website Pricing Schedule or Executed Proposal

1.2.2 The Customer agrees to be bound by the SFOA as executed by Resolver Group and The Customer on commencement of the Agreement.

## 1.3 Access to the SFOA Document

1.3.1 The current SFOA will always be available from <https://resolvergroup.com.au/policies>.

1.3.2 If The Customer requires assistance in reading this document, please contact our office on 1800 497 152.

## 1.4 Changes to the SFOA

1.4.1 Resolver Group may change the SFOA at any time. We will notify The Customer if we change the SFOA using the means detailed in Section 9.5.

1.4.2 Where we change the SFOA and notify The Customer, The Customer’s continued use of the Service signifies the Acceptance of the updated SFOA, without limitation.

## 1.5 Customer Rights

1.5.1 Telecommunications Legislation requires Resolver Group to supply telecommunications services to The Customer on the terms and conditions of a “Standard Form of Agreement”.

1.5.2 Under Australian Telecommunications Legislation The Customer and Resolver Group must comply with our Standard Form of Agreement unless The Customer and Resolver Group have agreed differently.

# 2 Service Description

## 2.1 What is Office365 Backup?

2.1.1 Office365 Backup is a service provided by Resolver Group to replicate the contents of your Microsoft Office 365 Directories, including email inboxes, OneDrive and Sharepoint Directories, in a secure off-site location hosted by Resolver Group. This service is referred to as Office365 Backup or Office365 Replication.

2.1.2 You will be allocated two quota’s for use of this Service:

- 1) Number of Licenced Microsoft Accounts to backup;
- 2) Total disk (in 100GB lots) for the storage of your backed up data with Resolver Group.

## 2.2 CPE Installation and Equipment Supply

- 2.2.1 We may provide CPE (Customer Premises Equipment) in the form of a Network Gateway, Network Termination Device or router. Resolver Group may preconfigure a supplied device with your connection information.
- 2.2.2 We will not be liable for issues as a result of us supplying this equipment to you. Resolver Group will provide reasonable phone support to enable you to connect to Resolver Group's Backup Network from this device.
- 2.2.3 Where you have supplied your own CPE Resolver Group is not obliged to supply support for the configuration of this equipment. Resolver Group will provide the generic network settings to you in order for you to configure the appropriate CPE.
- 2.2.4 You may choose to have a Resolver Group technician provide onsite support to install and configure your CPE. This will be charged at an hourly rate in addition to your setup and monthly fees.

## 2.3 Security

- 2.3.1 You will be responsible for ensuring your access keys and passwords are secured. We may elect to suspend your service if we identify that your Service may be compromised, and no action has been taken by you within a reasonable timeframe to rectify the security breach.
- 2.3.2 We will not be liable for any content, security breach, distribution of protected information or other malicious activity on your account. Resolver Group may cease providing your service and retains the right to refuse refund on your service if you are found to have breached our Acceptable Usage Policy.
- 2.3.3 If you purchase a Direct Interconnection from us for use with this service, we will guarantee the security of the connection over this link. Your connection will be established over a dedicated Virtual Network within the Resolver Group Network using either QinQ or MPLS Technology. Resolver Group will handle the technical delivery of the Service so you are only required to connect to our Network Termination Device and connect to the assigned IP Address, and where multiple Services are delivered over the same Port on the Network Termination Device, VLAN ID. All Direct Interconnects will be provided over SMOF.

## 2.4 Monthly Usage

- 2.5.1 Your Monthly Usage is measured in Number of Licenced Microsoft Accounts; and
- 2.5.2 Per 100GB of Disk Space consumed, or part thereof.

## 2.6 Payment

- 2.6.1 Payment for the Office365 Backup Service may be paid for:
  - a) In arrears for the previous month's usage a direct debit facility.
  - b) In advance by supplying a credit card to purchase pre-paid credit.
- 2.6.2 Payment is available using all Payment Methods listed on your invoice.
- 2.6.3 Strict 14-day terms by application only, at our sole discretion.

## 2.7 Target Service Level

- 2.7.1 The Target Service Level for our Office365 Backup Services is 99.95% in the calendar month.

## 2.8 Restoration Time Guarantee

2.8.1 No guarantee is provided by default, we will work to our best efforts to restore the service during the event of an outage.

## 2.9 Service Level Rebates

2.9.1 A service level rebate for Office365 Backup Services is available where availability is less than 99.95% of the calendar month. The following service rebates are applicable where the Service is unavailable as per the General Terms and Conditions.

<b>Service Unavailability</b>	<b>Service Rebate</b>
Up to 2 hours per calendar month	No Rebate Available
More than 2 hours but less than 5 hours during a calendar month	5% of the Monthly Service Charge
More than 5 hours but less than 10 hours during a calendar month	10% of the Monthly Service Charge
More than 10 hours during a calendar month	15% of the Monthly Service Charge

## 2.12 Contract Term

2.12.1 The contract term for Office365 Backup Services is specified in your individual service contract. Where this is not stated the minimum contract term is 1 month.

2.12.2 If you decide to cancel or move your service within the contract term you will be liable for an Early Termination Charge. The formula for determining this charge will be per the below:

$(\text{Months Remaining} * \text{Monthly Service Fee}) * 0.25$

For ease, the formula is based on 25% of your Monthly Service Fee multiplied by the number of Months Remaining.