optimus systems

CLOUD DISCLOSURE STATEMENT

Optimus Systems Limited
Effective from 20th September 2018

smart IT for business

CONTENTS

Optimus Systems Ltd | 0800 35 99 33 | info@optimus.co.nz | www.optimus.co.nz | Level 5, 9a Hargreaves St, Saint Marys Bay, Auckland

DOCUMENT CONTROL

Document Details	
Prepared By	Information Compliance Team - Optimus Systems
Authorised By	Optimus Systems Executive Team
Published Location	New Zealand Cloud Code - https://cloudcode.nz/
Related Documents	None

VERSION CONTROL

The following table details the version number and the changes made between each version.

Version	Date	Author	Change Detail
1.0	19/Sep/2016	Daryl Clune	Initial Disclosure Document
2.0	20/Sep/2018	Daryl Clune	Physical Address Change Document address footer change

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1. CORPORATE IDENTITY

Optimus Systems Limited is a key provider of cloud services for any size business and an organisation that can provide consultancy and trusted solutions that are tailored to meet the specific business requirements of any company.

Company Name	Optimus Systems Limited
Company Registration Number	1801163
Trading Name	Optimus Systems
Physical Address	Level 5, 9 Hargreaves Street, St Marys Bay, Auckland 1011
Postal Address	PO Box 68-667, Newton, Auckland 1145
Company Website	www.optimus.co.nz
Contact Phone Number	0800 359 933 or +64 9 359 9339
Contact Email Address	info@optimus.co.nz

Complaints about our service can be made in the first instance to:	Complaints Manager C/O Optimus Systems Limited PO Box 68-667 Newton, Auckland 1145 complaints@optimus.co.nz
The contact person responsible for these disclosure statements can be contacted via the following email address:	disclosure@optimus.co.nz

This disclosure statement herein applies to the following products supplied by us:

- **mycloud Hosted Services** as described at: http://www.optimus.co.nz/cloud-services
- **Optimus Communications** as described at: http://www.optimus.co.nz/communications

For the purpose of legal jurisdiction, the contracted supplier who provides the service to you is a **Company** registered in **New Zealand**. The governing law for this disclosure and any contracts is **New Zealand Law**.

The disclosure statements that follow have been **Self-Assessed**

2. OWNERSHIP OF INFORMATION

We **do not** claim ownership of any data or information uploaded to our service.

Your data and information may traverse or be stored on our upstream provider's networks or systems. In these instances, that provider considers the data and information that you use or transmit via our service as owned by the **client**.

Metadata and other statistical information, such as anonymised data generated as a result of the use of our service, is owned by the **Service Provider** and **is** used for the purposes of **improving our service to you.**

3. SECURITY

As at the date of application:

- We **are not** listed on the CSA STAR Registry. We are currently **undergoing** the process of acquiring certification against the CSA Open Certification Framework for membership on the **CSA STAR** Registry
- We do not formally meet any security related standards
- The following physical security in place at the data centres hosting your data:
    - Optimus Systems Limited co-locates its equipment in a high-grade facility, which includes:
        - Access for approved individuals by way of application form and pre-screening (Vetting). Photographic identification is required at all times.
        - CCTV monitoring and recording of all attendees
        - Swipe card and biometric access to Datacentre building and floors
        - Key access to each individual rack
        - 24/7 on-site operational management and security
- We have the following digital security in place on the systems hosting your data:
    - Individual logins to approved individuals requiring access to perform business duties, by way of pre-screening (Vetting).
    - Centrally managed patching and updates with service monitoring and logging.
    - Controlled and tracked Kerberos Authentication to management domains.
    - Dual Firewalls, Intrusion Preventions Systems (IPS) and centrally managed anti-virus and malware controls and SSL/TLS encrypted communications.

4. DATA LOCATION

- Our primary systems that host your data are located in **Auckland, New Zealand.**
- Our Backup/Disaster recovery systems that hold your data are located **Auckland, New Zealand** and if elected, **Sydney, Australia** and **Melbourne, Australia.**

Additional Information:

- There are two locations in **Auckland, New Zealand**.
- **The Sydney, Australia** and **Melbourne, Australia** locations are for the purposes of business continuity and offsite replication.

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5. DATA ACCESS AND USE

Data access by you:

- Your data may be accessed during the contract period as described in our contract with you.
- Your data can be downloaded from our service during the service provision period via the following formats: **native or other format requested by you**. In some cases, the native format will still be encrypted with your encryption keys.
- At the cessation of our service to you, your data **will** be available for access for 30 days in an offline format.
    - Access to this data will be granted **via a secure file sharing link once we authenticate your identity**.
    - There **will be** additional charges for access to your data after the service has been ceased.

Data access by us:

- Deletion of all customer data at the cessation of our service to you takes place **30 days** after the service was cancelled/suspended/terminated.
- We use customer data for the following business functions:
    - We **do not** use data for any business functions.
    - We **do not** access customer data for any other purpose.
    - We **do not** use customer data in order to generate revenue other than through provision of the service.

Data access by others:

- If we are approached by anybody requesting access to customer data, it is our policy to provide access to customer data:
    - **If** there is a **signed court order or warrant** issued by a **New Zealand court**.
    - To third parties **if requested by you the customer** and are an authorised account holder.
- It is also our policy to **advise** customers of any **data access requests** or fulfilments by third parties unless restricted by suppression clauses on an official warrant or court order.

6. BACKUP AND MAINTENANCE

Understanding the backup procedures of your service provider and their maintenance policies allows the customer to make decisions on what further steps they may need to ensure their data is backed up sufficiently

- Infrastructure backups are performed every **12 hours**, however customers can have specific backup requirements with increased or decreased frequencies and more granular file versioning.
- Infrastructure backup sets include:
    - System Data (Encrypted)
    - Client Data (Encrypted)
    - Operating Data

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- Backup data is stored **locally** and **replicated** to our secondary location **in Auckland, New Zealand** and replicated to **Sydney, Australia** and **Melbourne, Australia** excluding any specific exclusion requests for client data to not be sent offshore.
- When backup data is stored offsite, in **Auckland, the location is 12kms** from the location the data is being backed up from.
- When the backup data is stored offsite, in **Sydney Australia, the location is 5807kms** from the location the data is being backed up from.
- When the backup data is stored offsite, in **Melbourne Australia, the location is 6,280 kms** from the location the data is being backed up from.

We test the restoration of backup data **at least every 41 Days** and the test is conducted **by failing over to the backup locations with private networking enabled.** This is classed as a full restoration.

- Access to backup data or archive data **is** available to customers via a **service ticket**.
- Adhoc requests for restoration of customer data will be commenced **within 60 minutes** during business hours in New Zealand Standard Time (NZST) and 60 minutes outside business hours at additional rates.
- We **do** allow client audits of backup data, costs of which will be carried by the **customer.**
- Backup data is retained for **1 Year offsite** unless otherwise agreed.
- We **do** undertake a regular maintenance programme to ensure the reliability and stability of our cloud resources.
- We **do** undertake a regular maintenance programme to ensure the reliability and stability of our service offerings.

7. GEOGRAPHIC DIVERSITY

- Our service **is** provided via multiple locations
- Our services are provided via both **onshore** and **offshore** locations
- Our services are provided from the following locations: **Auckland, New Zealand**, **Sydney, Australia** and **Melbourne, Australia** unless specific exemption for a customer instance to run offshore has been submitted.
- We operate offices in the following countries: **New Zealand**

8. SLA AND SUPPORT

This section sets out the **standard** support mechanisms and service level agreements that apply to services.

- Our standard support hours are. **0800hrs to 1700hrs** (NZST unless stated otherwise).
- In the event of an unscheduled outage or incident, we will communicate the details of the issues and expected resolution times via our **network status page** (https://status.optimus.co.nz) and **via email**.
- When communicating an issue to us we prefer you to do so via our **service desk** by either calling +64 9 359 9339 or emailing support@optimus.co.nz
- Our standard response time to any support issue raised is **within two hours**.
- In the event of a major incident, we will update our notifications **every hour**.
- When communicating with you we will use our **status page** or email using details provided by the customer on the account application form or any subsequent update, such as **phone or email.**

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- We **do** make incident reports available to our clients after a major incident.
- We **may** shut down or isolate any service offering that is impacting, or will impact, service level agreements.
- We **may** require service offering specific tools to enable safe service offering shutdown or isolation if needed.
- We operate an **active/passive** based cloud service.

Communications are accepted in an electronic form to the email address of the relevant department or by phone. When communicating via phone, your call will be assigned a ticket number for SLA tracking.

For all sales questions (pricing, service upgrade, engineering services, commercial terms, etc.) please contact

- Optimus Systems **Sales Department** by phone: +64 9 359 9339 or email sales@optimus.co.nz.
    - Sales representatives will respond to requests within 24 hours' business hours.

For all technical questions (support, reporting service problems etc.) please contact

- Optimus Systems **Technical Support** by phone: +64 9 359 9339 or email support@optimus.co.nz
    - Response times are in accordance with the assigned priority level of the request.
    - Response times are defined as the period between receipt of a Customer request until an Optimus Systems representative reply.

For every, formally submitted Customer request during business hours, when:

- For standard priority cases, for Basic support level, response time is **one business day**;
- The Emergency case, when Premium support level is used (requests are submitted to the Premium support contacts), response time is **less than 1 hour**.

Optimus Systems can provide different SLA levels, with higher guarantees and shorter response time, by signing a separate agreement with the Customer.

9. DATA TRANSPORTABILITY

- We **do not** allow the use of an API to access data during service provisioning and consumption.
- Data **will be** available to download after we cease supplying service to you
    - Data can be obtained via application to our **service desk**
- There **will** be additional charges associated with accessing data after your service has ceased.

10. BUSINESS CONTINUITY

Our primary location has redundant internet suppliers, redundant firewalls, redundant switching and redundant clustered hosts with fast switching between all. Each device has two power sources (A and B power) that have separate power distribution feeds and backup generators. Our storage arrays are redundant in addition to redundant SAS multipaths from each clustered host member.

Our business continuity strategy involves our primary production environment being mirrored to our other Auckland location and to the Australian locations. In the event of a continuity issue, we will begin failover proceedings to our Auckland redundant location in the first instance, failing this we would commence operations to launch from our Australia locations with the exclusion of any customers that have opted out of offshore replication. This process is 30-90 minutes in length and requires changing some public IP's, which are advised to each customer when provisioning their service in the first instance so that they can add secondary IP locations for DNS record failover. We will also arrange where possible, in the same timeframes, to change the handover termination of the current Public IP Addresses to the active location to minimize disruption.

11. DATA FORMATS

- All client data **can** be exported at any stage of the service delivery in the following formats:
  - Native file formats
  - Virtual Hard Disks
  - Folders and Files
  - SQL Database Dumps
  - Log Files

12. OWNERSHIP OF APPLICATION

- The source code for the application that you use on our service **is** available to license on your systems outside of our service provision.
- It **will** be possible to use your data downloaded from our systems in its native form outside of our service (i.e. your local network) if you have the encryption keys, appropriate hypervisors and acquire appropriate software licensing to run your service.

13. CUSTOMER ENGAGEMENT

- We **do** allow the auditing of our services by customers
- We **do** have an acceptable use policy that is applicable to the services stated in section 5.2. This policy can be found at **http://www.optimus.co.nz/terms-of-trade**
- We **do** operate a Privacy Policy. This policy can be found at **http://www.optimus.co.nz/privacy-policy**

14. DATA BREACHES

- If we discover that your data has been lost or compromised, we will **always** notify you as soon as practicable by **email or phone** unless that notification would compromise a criminal investigation into the breach.
- When we are in possession of evidence of criminal activity associated with the breach (such as evidence of hacker activity) we **will always** notify appropriate law enforcement agencies.

15. LAW ENFORCEMENT

When requested by appropriate law enforcement agencies to supply customer related information without a warrant or legal mechanism to compel disclosure:

- It is our usual policy **not to comply** with such requests.

16. REGION SPECIFIC DISCLOSURES

We are becoming a signatory to Cloud Code in:

- **New Zealand**

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SCHEDULE 1: NEW ZEALAND SPECIFIC CONTENT

S1.1 DATA BREACH NOTIFICATION

The Office of the Privacy Commissioner has published voluntary breach notification guidelines, which can be found at www.privacy.org.nz/privacy-breach-guidelines-2

- The Data Breach Notification we will make in Section 5.15 **will** be made consistent with the Voluntary Breach Notification Guidelines issued by the Office of the Privacy Commissioner in New Zealand.
- Where we are able to determine that there has been significant loss or compromise of information and a risk of harm to individuals we **will also** notify the Office of the Privacy Commissioner directly.

S1.2 NEW ZEALAND LEGISTATION

We affirm that we always comply with the Privacy Act, Fair Trading Act, Commerce Act, Copyright (Infringing File Sharing) Amendment Act 2011 and other relevant legislation.

We **do** have a current Fair Trading Act Compliance policy available **upon request**.

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