

emPOWER Cloud - blueAPACHE

Canonical: <https://www.blueapache.com/services/empower-cloud>

Details:

Summary

emPOWER Cloud is our own private and hybrid cloud Infrastructure-as-a-Service platform, built on Hewlett Packard Enterprise hardware and operated from Australian data centres. It is aimed at mid-market and enterprise organisations that want managed infrastructure with a consumption-based monthly charge rather than capital purchases. We state a published uptime of 99.999 per cent for cloud services and 100 per cent for storage, and the platform sits inside the scope of our ISO/IEC 27001:2022 certificate as "emPOWER Cloud Services (IaaS)". This page sets out what is and is not included, the compliance frameworks we align the platform to, how the service is contracted under our General Terms and Conditions v3.6, and the questions a buyer should settle before signing.

Key facts

Label	Value	Source
Service name	emPOWER Cloud (contract schedule: emPOWER Cloud Services (IaaS), Schedule 3)	General Terms and Conditions
Platform type	Private cloud and hybrid cloud, Infrastructure-as-a-Service, fully owned and managed by blueAPACHE	emPOWER Cloud brochure
Platform built	2010, alongside the emPOWER Network	Company timeline
Published uptime, cloud services	99.999 per cent (blueAPACHE states this as a guarantee in the emPOWER Cloud brochure)	emPOWER Cloud brochure
Published uptime, storage	100 per cent, on all-flash HPE Primera arrays	emPOWER Cloud brochure
Underlying hardware	Tier 1 HPE reference architecture: HPE Synergy compute modules, HPE Primera all-flash storage, HPE BladeSystem blade servers	emPOWER Cloud brochure
Hypervisor	Not published; a related case study references VMware but it is not confirmed as the primary or exclusive hypervisor	emPOWER Cloud brochure; HPE GreenLake case study

Pricing model	Consumption-based "pay-as-you-grow", monthly charge based on usage, self-service portal for scale up and scale down	emPOWER Cloud brochure
Support	24x7 per the emPOWER Cloud brochure	emPOWER Cloud brochure
Certification	ISO/IEC 27001:2022, certificate 202507-118, Sensiba Australia Pty Ltd, valid 1 August 2025 to 1 August 2028; emPOWER Cloud Services (IaaS) named in scope	ISO/IEC 27001:2022 certificate 202507-118
Framework alignment	APRA CPS 234, NIST, ASD Essential Eight Maturity Level 3	emPOWER Cloud brochure
Microsoft programme	Qualified Multitenant Host (QMT), permitting certain Microsoft 365 and Windows 11 licences on the platform	emPOWER Cloud brochure
Data residency	Customer data stored and processed in Australian-based data centres under Australian legal jurisdiction	Data sovereignty and residency statement
Data centre reach	165+ interconnected locations across Australia, New Zealand, the US, the UK and Singapore	emPOWER Cloud and Network brochures
Data centre partners	Uptime Institute Tier III and Tier IV certified (the brochure also refers to "Tier 3 data centre partners")	emPOWER Cloud brochure
Default contract term	36-month Minimum Service Period unless the Service Order states otherwise	General Terms and Conditions

What is included

The emPOWER Cloud brochure describes a platform of secure servers on enterprise-grade infrastructure, supporting multiple operating systems, business-ready applications, private networks and security solutions. Compute is provided on HPE Synergy modules and HPE BladeSystem blade servers, and storage on all-flash HPE Primera arrays. The platform is fully managed and supported by us, and we own and operate it rather than reselling a third-party cloud.

Included capabilities named in the brochure are: a fully integrated and secure IP network, migration of legacy applications and on-premise workloads to a cloud model, integration of legacy applications with Software-as-a-Service applications, maintenance of data sovereignty, and accommodation of disparate and legacy technologies through our reference architecture. A real-time self-service portal gives visibility of consumption and lets a customer scale infrastructure up and down. Monthly billing is itemised by consumption.

emPOWER Cloud connects directly to the emPOWER Network, our MPLS core, so a customer on emPOWER Connectivity reaches the cloud fabric without a VPN. The Connectivity brochure describes this as access to "ISO27001-certified emPOWER Cloud fabric and managed cloud infrastructure, including integrated backup and disaster recovery (DR) services". The network interconnects more than 165 data centre locations across Australia, New Zealand, the United States, the United Kingdom and Singapore, which is what makes cross-region redundancy practical on one managed fabric. Backup and disaster recovery are separately contracted services on the same platform; see the sibling pages linked below.

Compliance and assurance posture

We state four distinct assurance positions for the platform, and they are not equivalent in weight. Only the first is independently audited.

Position	What it means
ISO/IEC 27001:2022 certified	Independently audited. Certificate 202507-118, issued by Sensiba Australia Pty Ltd, valid to 1 August 2028, with emPOWER Cloud Services (IaaS) named in scope. It certifies blueAPACHE's information security management system, not the product
APRA CPS 234 aligned	A risk-based approach to managing client technology and data stated as aligned with the APRA CPS 234 prudential standard. Alignment is blueAPACHE's own assessment, not a regulator's finding
NIST-compliant data controls	Data management controls stated as compliant with NIST. The brochure does not name which NIST publication or control set
ASD Essential Eight Maturity Level 3	The highest of the three maturity levels in the Australian Signals Directorate model. The brochure does not state whether this was independently assessed or which of the eight mitigation strategies were measured

Controls are aligned to and governed by our Information Security Management System policies, with an information security officer accountable for policy adherence, training internal staff and suppliers, and managing internal audits. That officer is not named publicly.

For a regulated buyer the distinction matters: the ISO certificate can be produced and verified, while CPS 234 alignment, NIST compliance and Essential Eight Maturity Level 3 are self-stated positions that should be evidenced during due diligence. The ISO 27001 record has the certificate detail.

What is not included

Backup of customer data is not an automatic inclusion of an IaaS service. Under clause 3.15 of the General Terms and Conditions, where a Service does not include backups, the customer must take regular and complete backups itself and keep duplicate copies of all data provided to us. Where backup is included, it must be stated in the Schedule or Service Order; if it is not stated, clause 17.3 says we have no backup obligation — and clause 19.4(a)(i) then excludes liability for data loss entirely. Buyers should therefore treat Offsite Backup as a Service and Disaster Recovery as a Service as separate line

items to be added to the Service Order.

Anti-virus on customer-managed equipment is the customer's responsibility unless the Service Description says otherwise (clause 3.18). Physical access to our premises or the blueAPACHE Environment is not provided (clause 5.3), other than co-location access rights under the co-location schedule. The brochure's 99.999 per cent and 100 per cent figures are published service levels; the brochure does not state a service credit regime, measurement window or exclusions, and any remedy sits in the Schedule rather than the general terms.

Several technical specifics are also not published and cannot be established from our public material: the hypervisor and orchestration platform (a related case study references VMware, but it is not confirmed as the primary or exclusive hypervisor), per-unit pricing for compute, storage and bandwidth, RPO and RTO targets, capacity limits or per-customer resource quotas, data centre failover specifications, and API or integration documentation. The BAMS Service Catalogue — Scope of Services is the document we point to for the full specification; request it directly.

Who it is for

The brochure positions emPOWER Cloud for organisations that want private cloud cost control with public cloud scale, and specifically for compliance and regulation-intensive industries, naming not-for-profit, healthcare, mining and manufacturing. Published case studies show it used by a Queensland strata manager (Archers), an insurance broker (Honan Insurance), a not-for-profit (Brotherhood of St. Laurence) and an anonymised pathology provider. It suits organisations that need Australian data residency, a single accountable provider across network, cloud and support, and an operating-expense model rather than a hardware refresh cycle.

How it is delivered

Delivery follows the Transition In process in clause 8 of the general terms: we advise the commencement date, run a due diligence process on the systems to be supported, configure our monitoring platforms, provide documentation on how to use our support services, agree a meeting and reporting schedule, and advise when the Service is ready for use. The Service Commencement Date is the earlier of our ready-for-use notice, first customer use, or an agreed date.

Moves, adds and changes can be requested by a new Service Agreement, by email, or through the emPOWER Cloud Services portal (clause 3.9), with additional fees notified at the time of the request. Because the platform is shared infrastructure, clause 5.1 lets us implement software updates and replace components with similar or superior ones without prior customer consent, and the Service Description is amended accordingly. Scheduled maintenance is carried out within the windows in the relevant Schedule, or on at least three Business Days' notice at other times.

Commercial model

Pricing is consumption-based. The brochure states clients pay a monthly charge based on what they have used, with monthly itemisation and a portal that shows consumption in real time. The stated cost outcomes are avoiding capital costs, lower support and maintenance overhead, upgrades at no additional cost, better equipment utilisation and avoiding "bill shock, lock-in contracts, and inconsistent capacity".

Under clause 12, fixed fees are invoiced monthly in advance and usage-based fees monthly in arrears, subject to any Minimum Spend. Usage may be rounded up to the nearest whole unit (the terms give the example of 1.4GB rounded to 2GB). Direct debit is the default payment method; EFT or cheque on 14-day terms requires our written agreement. GST is additional. Third-party cost increases, including

exchange-rate driven changes, may be passed through in the same proportion under clause 12.5 without a signed Variation.

Support and service levels

The emPOWER Cloud brochure states 24x7 support. The emPOWER Managed Services brochure separately describes an unlimited 24/7 help desk with an Australian-based service desk in business hours and a global follow-the-sun team after hours; a customer who holds Managed Services alongside emPOWER Cloud receives that help desk. The emPOWER Connectivity brochure states a 7am to 7pm business-day service desk with 24x7 network monitoring, so the support window depends on which services are held. These are different windows and should be confirmed per customer before quoting.

Contractually, a Service Level is only a commitment stated under the heading "Service Level" in the Service Description (clause 1). We must meet or exceed applicable Service Levels except to the extent a Reasonable Excuse contributes to the failure (clause 3.7), and Service Levels are measured using our tools, whose results are final and binding (clause 3.8). Monthly performance reports are provided within five Business Days of month end (clause 4.9), and the parties meet every six months to review the Services (clause 4.11). Response and resolution targets are set in the bespoke priority and escalation matrix and the Schedules; we do not publish default figures.

Related services

emPOWER Cloud is the platform that Disaster Recovery as a Service, Offsite Backup as a Service, Private and Public SaaS Backup, Storage as a Service and emPOWER Backup for Microsoft Entra ID run on. Public Cloud (Microsoft Azure) and Azure Local are the public and hybrid alternatives within the same Cloud pillar, reached over the emPOWER Network's ExpressRoute connections. Connectivity into the platform is provided by emPOWER Core Network and Data Centre Interconnect and emPOWER SASE.

Evidence

Archers The Strata Professionals (2026): we migrated the entire virtual environment to emPOWER Cloud IaaS, decommissioned end-of-life Windows Server 2012, and stabilised spend on an opex model.

Honan Insurance (undated, approximately 2020 to 2021): all core applications and data stores migrated to emPOWER Cloud alongside emPOWER WAN, IaaS and DRaaS; telecommunications bill reduced by around 65 per cent.

Brotherhood of St. Laurence : consumption-based IaaS strategy from 2016, with connection to emPOWER Cloud and application migration in 2017.

blueAPACHE on HPE GreenLake : HPE's February 2021 case study describes the rebuild of the emPOWER platform on HPE GreenLake, HPE Synergy and HPE Primera so that infrastructure cost scales with customer revenue; the 30 per cent growth figure in that document is over five years old and is not presented here as current. We also cite HPE Service Provider of the Year 2021.

Buying questions

Contract term. Services other than Professional Services run for an initial 36-month Minimum Service Period from the Service Commencement Date unless the Service Description or Service Order says otherwise (clause 2.6).

Renewal. The customer gives Written Notice, defined as a Service Order executed by the customer, before the end of the current period to renew or to exit. Renewals run in 36-month periods unless we advise otherwise. If no notice is given and use continues, all Services on the agreement extend automatically for three months, Service Levels do not apply during that period, and fees revert to our then-current full list price (clauses 2.8 and 2.9).

Termination. The customer may terminate immediately if we breach any provision and fail to remedy within 20 Business Days of written notice, cease business or become insolvent (clause 24.1). We may terminate or suspend for non-payment unremedied within five Business Days, for specified breaches unremedied within 20 Business Days, insolvency, or a change of control (clause 24.2). Early exit triggers an Early Termination Payment calculated under the Schedule, and unmet Minimum Service Period or Minimum Spend amounts fall due immediately (clause 25.2).

Exit and data. At the end of the Service Period we must, at no cost, return customer equipment, remove our own equipment and delete Customer Data from the blueAPACHE Environment. The customer is solely responsible for taking a copy of all Customer Data before expiry or termination (clause 9.1); additional disengagement services are quoted separately. Allocated IP addresses are not portable on exit (clause 21.3).

Data protection. Both parties must comply with the Privacy Act 1988 (Cth) and notify an eligible data breach within 24 hours of discovery (clause 18.4). Clause 18.3 records a standing customer consent to transfer Personal Information to the US, EU member states, the UK, countries we or our contractors provide Services from, and countries in our privacy policy; our separate data sovereignty statement says cross-border transfers do not occur by default. The customer warrants it will not provide GDPR-regulated personal data.

Assurance evidence. Ask for the ISO 27001 certificate, and ask separately how the CPS 234 alignment, NIST compliance and Essential Eight Maturity Level 3 positions were assessed and by whom.

Testing the complete cloud design

Assess hosting, storage, network access, identity, backup and recovery as a dependency chain. Identify components under our control, customer control or third-party control. Record capacity and licence assumptions, change approvals and how usable data is retrieved at exit. Keep platform and storage availability definitions separate. Acceptance should establish whether the agreed workload can be operated and recovered with its dependencies, not simply whether the platform is running.

Which document defines the commitment

The published General Terms v3.6 give the Service Order precedence over the General Terms, followed by the Schedules and then the Acceptable Use Policy (clause 2.3). Record the agreed scope, exclusions and negotiated departures in that document set. A brochure or a procurement discussion does not, by itself, define the customer-specific commitment. Keep the versions supplied at signing with the executed order and signed variations. Two offers with the same service name can cover different systems, operating hours or responsibilities.

Confidential information and access

Clause 16 provides mutual confidentiality protection. It covers information marked confidential, information identified orally and confirmed in writing within 30 days, and information that should reasonably be understood to be confidential. Customer Data, Customer Records and Customer Software are included; our agreement and fees are also confidential. Permitted disclosures include appropriately bound personnel on a need-to-know basis and specified professional advisers, with other

exceptions in the clause. Identify who may receive operational reports, configuration details and commercial information. Access to information to deliver the service is not a general permission to circulate it.

Responsibility across the delivery chain

The published terms allow us to subcontract all or part of the Service Agreement without customer consent or a notification requirement. Clause 27.5 nevertheless makes us liable for our subcontractors' acts and omissions to the same extent as for our employees. This differs from a third-party supplier contracted directly by the customer. Identify which arrangement applies to each dependency in the design. Where supplier identity, delivery location or change notification matters, request a documented supplier list and put any agreed notification or approval requirement in the Service Order; the general clause does not supply that visibility automatically.

Continuity when an external event interrupts service

Clause 23 addresses force majeure separately from normal incident management. Performance is suspended to the extent a qualifying event causes delay or failure. The definition includes specified events outside reasonable control; it is not a blanket classification of every outage. If the delay exceeds 20 Business Days, the other party may terminate by written notice. The clause also requires payment for services to termination and the applicable Early Termination Payment. A continuity plan should cover operational recovery and the commercial consequences of prolonged interruption. Confirm the Schedule's exit calculation rather than assuming an externally caused outage creates a cost-free exit.

How liability differs from service performance

Clause 19 separates performance obligations from financial liability. The general cap per claim is the greater of the fees paid in the preceding three months or \$25,000, with exclusions and specific categories governed separately. Confidentiality, information security, privacy and the IP indemnity have a \$1 million per-event and \$2 million aggregate cap. Data-loss liability depends on whether we had, and breached, a contracted backup or disaster recovery obligation; the relevant measure is restoration cost to the applicable recovery point, not the value of every business consequence. Read these provisions alongside the negotiated Service Order and Schedule; an availability statement does not describe the liability regime.

Customer content and take-down requests

Clause 14 distinguishes operating the service from responsibility for the customer's content. It requires the customer to notify us promptly of relevant take-down notices or directions and comply with them. The terms also reserve rights for us to restrict or remove Customer Data in specified circumstances, including suspected agreement breaches or exposure to harm or liability. These rights are separate from routine availability commitments. Agree who receives regulatory notices and who can authorise operational action, and retain the notice and decision record. The full clause, including its discretion and good-faith wording, is explained in the terms guide.

Sources and scope

The contractual detail above summarises the published General Terms and Conditions v3.6, using the KB documents on service agreement formation and document precedence; confidentiality; subcontracting and assignment; force majeure; liability and indemnity; take down notices and customer data. The customer's Service Order, Schedules and agreed variations determine the specific

engagement. See the terms and conditions guide and Service Agreement .

Related

Cloud pillar hub
Disaster Recovery as a Service
Offsite Backup as a Service
Private and Public SaaS Backup
Storage as a Service (Private S3)
Public Cloud, Microsoft Azure
Azure Local
emPOWER Core Network and Data Centre Interconnect
Managed Services pillar hub
ISO 27001 certification
Data sovereignty and privacy
Case study: Archers The Strata Professionals
Case study: Honan Insurance
Case study: blueAPACHE on HPE GreenLake
Industry: Healthcare and aged care
Industry: Not-for-profit
Service Agreement terms
Contact blueAPACHE

Frequently asked questions

Who owns and operates emPOWER Cloud?

We own and operate the platform ourselves. The emPOWER Cloud brochure describes it as "fully owned and managed by blueAPACHE", and HPE's 2021 case study records that we run the underlying HPE GreenLake, Synergy and Primera infrastructure. It is not a resold public cloud.

What uptime does blueAPACHE publish for emPOWER Cloud?

The emPOWER Cloud brochure states an uptime of 99.999 per cent for cloud services and 100 per cent for storage on the HPE Primera all-flash arrays. These are two separate figures for different platform components and should not be merged into one number. Both are published service levels from the brochure; the contractual Service Levels, their measurement and any remedies are set in the Schedule attached to the Service Order.

Which compliance frameworks does emPOWER Cloud align to?

ISO/IEC 27001:2022 (independently certified, with emPOWER Cloud Services named in scope), APRA CPS 234, NIST data management controls, and ASD Essential Eight Maturity Level 3. Only the ISO certification is independently audited; the other three are our stated positions and should be evidenced during due diligence.

What hypervisor does emPOWER Cloud run on?

We do not publish it. The HPE GreenLake case study references VMware virtualisation and cloud orchestration, but that is not confirmed as the primary or exclusive hypervisor for the platform. Ask directly if it matters to your workloads.

Where is my data stored?

Our data sovereignty statement says customer data is stored and processed in Australian-based data centres and remains subject to Australian legal jurisdiction, with administrative access controlled by role-based permissions, multi-factor authentication and audit logging. The statement does not name individual facilities or operators. Note that clause 18.3 of the contract separately records a standing consent to transfer personal information overseas; see the privacy policy .

Is emPOWER Cloud ISO 27001 certified?

emPOWER Cloud Services (IaaS) is one of ten service offerings listed in scope on our ISO/IEC 27001:2022 certificate, number 202507-118, issued by Sensiba Australia Pty Ltd and valid from 1 August 2025 to 1 August 2028. The certificate covers our information security management system rather than certifying the product itself.

How is emPOWER Cloud priced?

On a consumption basis. We charge monthly for what has been used, itemised by consumption, and a self-service portal shows usage in real time and allows scale up or scale down. Fixed components are billed monthly in advance and usage components monthly in arrears under clause 12 of the general terms. Per-unit rates are not published.

Does emPOWER Cloud include backup?

Not automatically. Backup is included only where the Schedule or Service Order expressly says so; otherwise clause 3.15 requires the customer to keep its own regular backups and duplicate copies, and liability for data loss is excluded entirely. Offsite Backup as a Service and Disaster Recovery as a Service are the services we offer that add this.

Can I run Microsoft 365 or Windows 11 licences on emPOWER Cloud?

Yes for certain licences. emPOWER Cloud is part of Microsoft's Qualified Multitenant Hosted programme, which the brochure says allows certain Microsoft 365 and Windows 11 licensing on our environment. The brochure does not enumerate the eligible licences, so confirm the specific SKUs with us before relying on licence portability.

How does emPOWER Cloud connect to my sites?

Through the emPOWER Network, our Cisco-based MPLS core, which interconnects more than 165 data centre locations. emPOWER Connectivity customers get a direct connection into the cloud fabric without a VPN, and the network also offers ExpressRoute to Azure and Direct Connect to AWS for hybrid designs.

What is the minimum contract term?

The default Minimum Service Period is 36 months from the Service Commencement Date, unless the Service Order or Service Description states a different term. Terminating early triggers an Early Termination Payment calculated under the relevant Schedule.

What happens to my data when the contract ends?

We delete Customer Data from our environment as part of no-cost disengagement, and the customer is solely responsible for taking a copy beforehand. The general terms do not state a grace period, so an explicit exit data window and format should be agreed on the Service Order.

Can blueAPACHE change the platform during my term?

Yes. Because the platform is shared, clause 5.1 allows us to apply software updates and replace components with similar or superior ones without prior consent, amending the Service Description accordingly. Separate Service Description updates under clause 3.28 take effect 30 days after notice, with a seven-day objection window if the change removes more than an insubstantial benefit.

Which industries use emPOWER Cloud?

The brochure names not-for-profit, healthcare, mining and manufacturing as compliance-intensive industries the platform supports. Published case studies cover strata management, insurance broking, not-for-profit family services and pathology.

Source

This page draws on our published material: the emPOWER Cloud, emPOWER Connectivity, emPOWER Network and emPOWER Managed Services brochures; the ISO/IEC 27001:2022 certificate 202507-118; blueAPACHE's data sovereignty, residency and cross-border transfer statements; the company timeline; the General Terms and Conditions v3.6 (covering service term and renewal, termination rights and consequences, fees and invoicing, service delivery and service levels, data protection and privacy, transition in and disengagement, backup and disaster recovery obligations, shared infrastructure control, scheduled maintenance, reporting and audit rights, and risk and insurance); and the Archers, Honan Insurance, Brotherhood of St. Laurence and HPE GreenLake case studies. Framework alignment claims other than the ISO certificate are reproduced as blueAPACHE states them and are not independently verified.

Knowledge Base

What is your role in emPOWER Cloud?

We operate the cloud service and manage the agreed infrastructure. HPE supplies the underlying technology, including Synergy and Primera, with the GreenLake consumption model.

Can you help us implement HPE technology in our own environment?

Yes. Our technology services can support HPE assessment, design, procurement and implementation projects alongside your own IT team.

Can emPOWER Cloud work with Azure?

Yes. We help you assess workloads and design a hybrid environment using emPOWER Cloud and Microsoft Azure, with the connections and operating responsibilities agreed together.