



COLOCATION SERVER SERVICE LEVEL AGREEMENT

Customer:
Signatory:
Name:

Date:
DigitalNetwork
Signatory:
Name: Warren Sanders

Date:

Introduction:

This is an agreement between DigitalNetwork and The Customer that provides The Customer a guaranteed level of service in respect of PREMIUM co-location services provided by DigitalNetwork to The Customer at the DigitalNetwork network centre in Albany, Auckland ('the DigitalNetwork facility').

1. Downtime and Uptime

1.1 Definition of Downtime

1.1a Downtime shall be defined as the amount of time for which any or all of The Customer's servers co-located in the DigitalNetwork facility are unavailable (host not found) for any reason within DigitalNetwork's control excluding (a) The Customer's applications or equipment, (b) acts or omissions of The Customer, or any use or user of the service authorised by The Customer or (c) reasons of Force Majeure (natural disasters, acts of war or riots) or (d) Denial of Service Attacks.

1.2 Uptime Guarantee

1.2a DigitalNetwork guarantees 99.7% uptime of The Customer's servers. This equates to an allowed one hundred and thirty (130) minutes per month of downtime. Uptime shall be measured by the method described in 1.2e below.

1.2b If downtime reaches one hundred and thirty-one (131) minutes in any given month, The Customer account shall be credited with 15% of the total fees charged by DigitalNetwork for that month, upon request by The Customer.

1.2c For each additional thirty (30) minutes of downtime, The Customer account shall be credited with 10% of the total fees charged by DigitalNetwork for that month. The total credit available shall be the amount relating to collocation services on The Customer's invoice for that month.

1.2d If downtime exceeds four hundred and thirty-two (432) minutes in any month, The Customer shall have grounds to terminate the co-location agreement between The Customer and DigitalNetwork immediately. The Customer shall be liable for all charges up until the time of cancellation, calculated on a pro-rate basis notwithstanding any credits due as a result of clause 1.2 of this agreement.

1.2e It is accepted by The Customer that packet delivery and latency conditions set out later in this document may not be met in conditions of fault.

2. Fault Resolution

2a Reboot requests will be actioned by DigitalNetwork within thirty (30) minutes between 0930 and 1700 hours Monday to Friday, excepting the need to prioritise critical network issues.

2b DigitalNetwork shall respond to other urgent customer service requests that relate to maintaining performance of the service within thirty (30) minutes unless staff are diverted to critical network tasks.

2c DigitalNetwork shall make every effort to resolve faults affecting provision of service to The Customer within one (1) hour.

2d DigitalNetwork reserves the right to charge The Customer its standard hourly rates for network services where The Customer persistently logs faults, incurs the use of DigitalNetwork staff time and the problems do not relate to DigitalNetwork's network or portions of the service under DigitalNetwork's direct control. Persistent logging shall mean in excess of two requests per month.

3. Technician Availability

3a DigitalNetwork shall ensure that a network technician is on-site at the DigitalNetwork facility within forty-five (45) minutes of an urgent request for service ('call-out') to a Customer device at any time, 24 hours a day, 7 days a week. Standard charges shall apply.

3b If a network technician has not arrived within sixty (60) minutes, The Customer account shall not be charged an after-hours callout fee (if applicable) and will be credited with 10% of the total fee charged by DigitalNetwork for that month if The Customer's service has been impaired and upon application by The Customer.

3c No penalty shall be incurred by DigitalNetwork under clause 3 where the technician's unavailability is caused by (a) acts or omissions of The Customer, or (b) reasons of Force Majeure (natural disasters, acts of war or riots) or (c) diversion of the technician to other matters critical to maintenance of the DigitalNetwork network.

4. Facility Temperature

DigitalNetwork shall maintain the temperature of the room in which The Customer's servers are housed at an ambient temperature of twenty (20) degrees Celsius, plus or minus two (2) degrees.

5. Internet Connectivity

DigitalNetwork shall maintain at least two (2) active connections between the DigitalNetwork facility and the Internet, each from a separate competing supplier.

6. Power Supply

6.1 DigitalNetwork shall supply 2KW of 240V AC power to every Customer server cabinet. Additional power can be supplied at DigitalNetwork's prevailing excess charges.

6.2 DigitalNetwork shall maintain adequate backup Uninterrupted Power Supply (UPS) System and autostart diesel generator power at all times to all Customer devices located in DigitalNetwork's facility. This UPS and generator systems shall be regularly maintained and serviced by qualified personnel and immediately deployed in the event of a mains power outage affecting the DigitalNetwork facility.

6.3 Unavailability of Customer servers as a direct result of power outages affecting the DigitalNetwork facility and lasting longer than forty-five (45) minutes shall constitute downtime and will be subject to the conditions of the guarantee set out in section 1.2. Any penalty is subject to an actual failure of at least one customer server due to lack of power.

7. IP Address Requests

DigitalNetwork shall arrange additional IP addresses for The Customer within ten (10) working days of The Customer requesting additional IP addresses. The provision of additional IP addresses shall be subject to the terms and conditions of Arpnic rules.

8. Network Latency & Packet Delivery

DigitalNetwork will provide a quality service with minimum network latency and packet delivery to be of a comparable quality to the average performance of any three significant competitors.

Comparable quality is defined as within 10% of the average result produced over a reasonable time period. Any testing conducted shall be made or confirmed by DigitalNetwork and shall cover a reasonable time period.

9. Access, Security and Confidentiality

9a The Customer employees specified on the Keyholder agreement as personnel with unsupervised access authority shall have access to The Customer's servers housed in the DigitalNetwork facility 24 hours a day, 7 days a week.

Conditions apply to unsupervised access – refer to the service terms detailed in the Internet Data Centre Keyholder Agreement and Access Instructions.

9b DigitalNetwork shall ensure that the facility and the premium colocation room in which The Customer's servers are housed are protected by an adequate monitored alarm system, and that all entries to the premium colocation room are logged and traceable.

9c DigitalNetwork, its employees, agents and contractors shall keep in confidence the fact that The Customer's devices are located in the DigitalNetwork facility (unless express permission is provided by The Customer to use The Customer as a reference customer in DigitalNetwork Advertising) and any other details regarding the Customer, Customer business activities or plans to which they may be privy.

10. Force Majuere

DigitalNetwork shall incur no penalty for a breach of this agreement where the breach has been caused by Force Majuere (natural disasters, acts of war or riots).

11. Breach of Agreement

Where DigitalNetwork breaches any clause in this agreement and no penalty is specified in that clause, The Customer shall have general cause to cancel any associated contract where the breach lasts in excess of eight (8) hours from time of discovery.