

Server Cat

Service Level Agreement



SERVICE LEVEL AGREEMENT – SERVER CAT PTY LTD

THE SERVICE LEVEL AGREEMENT IS TABBY'S GUARANTEE TO YOU IN RELATION TO POTENTIAL FAULTS, INTERRUPTIONS OR DOWNTIME OF ANY HARDWARE OR FIREWALLS, OR THE PROVISION OF SERVICES TO YOU. IT SETS OUT IN WHAT CIRCUMSTANCES FAULTS, INTERRUPTIONS OR DOWNTIME WILL LEAD TO A REFUND OF A PROPORTION OF YOUR MONTHLY FEE. YOU HAVE CERTAIN RESPONSIBILITIES UNDER THE SERVICE LEVEL AGREEMENT, INCLUDING REPORTING TO TABBY WHEN SUCH FAULTS, INTERRUPTIONS AND DOWNTIME OCCUR.

1. DEFINITIONS

In this Service Level Agreement, capitalised terms have the following meaning:

Agreement means an agreement for dedicated hosting services entered into between TABBY and the Customer.

Application means any application or software used by or on behalf of the Customer including the System Software.

Application Fault means any Services fault, interruption or downtime arising at least in part from an Application.

Bandwidth means Internet connectivity services of the data/bandwidth.

Cabinet Hardware means the network from outside the Dedicated Server to outside your cabinet switch.

Customer means the person who has entered into an Agreement with TABBY for the provision of the Services.

Dedicated Server means the server operated on the Hardware using the System Software and the Bandwidth.

Downtime means Hardware Downtime and Service Downtime.

Firewall Downtime means any downtime of the Firewall installed by TABBY on your Dedicated Server.

Hardware means the server equipment on which the Dedicated Server is running including the cabling from the Dedicated Server to the outbound port of the Customer's cabinet switch.

Hardware Downtime means when the Dedicated Server is not online due to a Hardware Fault or

Firewall Downtime and when it fails to come online after a reboot within 15 minutes of one of TABBY's call centre support operators lodging an emergency ticket.

Hardware Fault means a Hardware fault arising solely or primarily from the failure of a physical component of the Hardware but excluding any arising from any Application Fault or any Firewall Downtime.

TABBY means Server Cat Pty Ltd.

TABBY IP Network Infrastructure means the technical infrastructure that hosts and connects Users of the Dedicated Server to the Internet.

Monthly Fee means the fee payable on a monthly basis by the Customer to TABBY for the provision of Services, as specified in the Agreement.

Packet Loss means when one or more packets of data traveling across a computer network fail to reach their destination as a result of Hardware failure or Cabinet Hardware failure and excludes loss as a result of DOS attacks, hacking attacks, or any issue not related to Hardware.

Service Downtime means:

- a) any interruption of 90 seconds or more in the availability to Users of any Application, directly or indirectly made available through the Services, only if such interruption is due to either:
 - i. a failure by TABBY to use reasonable endeavours to manage a situation so as to cause interruption in network availability, or
 - ii. a disruption in the TABBY Network; or
- b) if Packet Loss is in excess of 20% and is sustained for five minutes or more; or
- c) if 100% Packet Loss is identified and continues for one minute or more; or
- d) if the latency across the TABBY IP Network Infrastructure exceeds 120 milliseconds; but excluding any Service



Downtime itemised in subparagraphs (a) to (d) above arising from:

- i. Hardware Fault; or
- ii. Application Fault; or
- iii. Firewall Downtime.

Services mean any service, software or equipment supplied to the Customer under an Agreement, as specified in the Agreement.

System Software means the operating system and web server software associated with providing the Bandwidth and/or operating the Hardware.

2. SERVICE LEVEL AGREEMENT

During the term of the Agreement, the Customer shall have the benefit of this Service Level Agreement for any Hardware Downtime, Service Downtime or Firewall Downtime reported to TABBY by the Customer.

3. FORCE MAJEURE EVENT

Other than as expressly provided in this Service Level Agreement, TABBY is not liable for failure or delay in performing its obligations under or pursuant to the Agreement if such failure or delay is due to:

- a) any cause beyond TABBY's reasonable control (force majeure event); and/or
- b) any reckless, malicious or negligent activity of the Customer or any third party; and/or
- c) any circumstances beyond TABBY's reasonable control, including interruption of or delay in transportation, unavailability of or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

4. 99.99% UPTIME GUARANTEE

Subject to clauses 2 and 7, in the event of Service Downtime, such that the Bandwidth connection from the Dedicated Server to the outbound port of your cabinet switch fails for more than four minutes cumulative in any one calendar month, TABBY will at the Customer's request, credit the Customer's account for the failed service with 10% of the Monthly Fee. Thereafter, TABBY will credit the Customer's account for Service Downtime according to the following schedule:

- a) if Service Downtime is greater than 4 minutes but does not exceed 7.2 hours, the Customer will be credited 10% of the Monthly Fee;
- b) if Service Downtime is greater than 7.2 hours but does not exceed 14.4 hours, the Customer will be credited 20% of the Monthly Fee;
- c) if Service Downtime is greater than 14.4 hours but not exceeding 21.6 hours, the Customer will be credited 40% of the Monthly Fee;
- d) if Service Downtime is greater than 21.6 hours but does not exceed 28.8 hours, the Customer will be credited 60% of the Monthly Fee; and
- e) if Service Downtime is greater than 28.8 hours, the Customer will be credited 80% of the Monthly Fee.

5. HARDWARE DOWNTIME

If Hardware Downtime occurs then, subject to clauses 2 and 7, TABBY will at the Customer's request credit the Customer's account in respect of a calendar month 10% of your Monthly Fee for every one hour of cumulative Hardware Downtime in excess of the first hour, up to a maximum of 100% of that Monthly Fee.

6. COMMENCEMENT OF DOWNTIME

For the purposes of this Service Level Agreement, any Downtime begins at the time the Customer reports Services failure to TABBY. If the Customer does not report Services failure or Hardware Fault or Firewall Downtime before TABBY resolves the problem, then Downtime will not be accumulated.

7. TYPE OF DOWNTIME

For the purposes of this Service Level Agreement, TABBY shall in its sole discretion determine whether an incident of Hardware or Services failure reported to TABBY is to be treated as either:

- a) Service Downtime;
- b) Hardware Downtime or
- c) an incident not comprising Downtime.

8. MAINTENANCE WINDOWS

a) In order to maintain and upgrade the TABBY IP Network Infrastructure, TABBY performs scheduled maintenance on its equipment. Outages or performance degradation during scheduled maintenance windows as a result of router, switch or server maintenance, are not considered Downtime for purposes of this Service Level Agreement.



- b) TABBY shall make all commercially reasonable efforts to provide the Customer with reasonable prior notification of all scheduled and emergency maintenance procedures.

9. INVESTIGATION OF SERVICE INTERRUPTIONS

At the Customer's request, TABBY will investigate any report of any Hardware or Services failure and attempt to remedy any Downtime expeditiously. If TABBY reasonably determines that all facilities, systems and equipment furnished by TABBY are functioning properly, and that the reported Hardware or Services failure arose from some other cause, TABBY can continue to investigate such downtime at your request. Further investigation of service interruptions are not included in the Services and will be charged on a time cost basis, plus any disbursements.

10. SOLE REMEDY

The terms and conditions of this Service Level Agreement shall be the Customer's sole remedy and TABBY's sole obligation to the Customer in relation to any Downtime and for any other failures of Hardware or Services

