

Net24 Limited

Service Level Agreement ("SLA")

Updated: 20th February 2007

THIS AGREEMENT DESCRIBES SERVICE LEVEL COMMITMENTS PROVIDED TO YOU BY NET24 LIMITED.

1. Definition of Terms

The following words and expressions shall have meanings hereby assigned to them except where the context otherwise requires:

"Company", "us", "we" and "our", means Net24 Limited;

"You", "Your", means the party or parties who utilise services provided by Net24 Limited.

2. Technical Support

The Company will provide You with technical support on set-up of your account, access, basic web site set-up, and other server related issues at no additional charge. The Company will not provide development-related support for web applications, scripts, or components from third parties or those developed by You.

Email and phone support is available Monday through Friday, excluding public holidays, from 8:30am to 5pm NZST. Please be prepared to provide a full description of the problem and your Account ID.

The Company's standard response time to technical support issues is within one hour. This time depends on the complexity of the inquiry and support request volume. The Technical Support Department assigns the highest priority to customer inquiries related to the servers' unavailability. These issues are addressed first upon notification from a customer.

Technical Support:

Email Address: service@net24.co.nz

Email Hours: 8:30am to 5pm NZST

Monday through Friday, excluding Public Holidays

Phone Number: 0800 5000 24

Phone Hours: 8:30am to 5pm NZST

Monday through Friday, excluding Public Holidays

After Hours Faults Notification:

New Zealand: 0800 5000 24

International: +64 3 962 9510

Account Enquiries:

Phone: +64 3 962 9510

Email: accounts@net24.co.nz

Hours: 8:30am to 5pm NZST

Monday through Friday, excluding Public Holidays

General Enquires:

Phone: +64 3 962 9510

Email: accounts@net24.co.nz

Hours: 8:30am to 5pm NZST

Monday through Friday, excluding Public Holidays

3. Scheduled Maintenance

To maximize optimal performance and security of the servers, the Company will perform routine maintenance on the servers on a regular basis, requiring servers to be removed from service. The Company reserves one hour of server unavailability per month for maintenance purposes. This server unavailability will not be included in server uptime calculations. The maintenance is typically performed during off-peak hours. The Company will provide You with advance notice of maintenance whenever possible.

4. Availability

The Company's primary commitment is to provide outstanding web hosting service to all customers. To support this commitment, the Company observes the following schedule of remedies for any failure to meet the express guarantees in this Service Level Agreement.

4.1 Network Availability

The Company guarantees at least 99.99% Network Availability. Network Availability is defined as the ability to pass incoming and outgoing TCP/IP traffic through the Company's network. Application and mail server unavailability resulting from loss of Network Availability is not included in Mail Server Availability or Application Server Availability calculations or if the Network Availability loss is caused by any factor(s) beyond the Company's control, including such factors as problems on domestic and international backbones or on the customer's portion of the network, and denial of service or similar attacks directed at the Company servers or the Company's network.

4.1.1 Penalty for Non-Compliance

Upon your written or email notice to the Company, if network availability for the full month is below the guaranteed level, the Company will issue a refund to You according to the schedule below.

Network Availability 99.90% - 99.99%	5% of monthly fee credited
Network Availability 99.80% - 99.89%	10% of monthly fee credited
Network Availability 99.70% - 99.79%	15% of monthly fee credited
Network Availability 99.60% - 99.69%	25% of monthly fee credited
Network Availability 99.59% or below	50% of monthly fee credited

4.2 Application (Web) Server Availability

The Company guarantees at least 99.5% Application Server Availability. Application (Web) Server Availability is defined as the ability to retrieve the HTTP headers from the hosting server, calculated on a monthly basis. The Company will not monitor availability of individual web sites but only monitors the server availability as a whole.

Denial of service attacks or other types of attacks directed toward the web server resulting in or contributing to downtime will not be included in Web Server Availability calculations.

4.2.1 Application (Web) Availability Monitoring

To verify that Application Server Availability, the Company will probe HTTP service to retrieve HTTP headers on the server every five minutes, with a 30-second failure threshold. If the probe is not successful, the server is considered non-operational and it is immediately escalated to technical support and system engineers.

If two or more consecutive server probes fail, server downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than five minutes in duration is not recorded. The Company will calculate server uptime and refund eligibility amounts based on this type of server monitoring.

4.2.2 Penalty for Non-Compliance

Upon your written or email notice to the Company, if server availability for the full month is below the guaranteed level, the Company will issue a refund to You according to the schedule below.

Application Server Availability 99.00% - 99.50%	10% of monthly fee credited
Application Server Availability 96.50% - 98.99%	25% of monthly fee credited
Application Server Availability 96.49% - or below	50% of monthly fee credited

4.3 Mail Server Availability

The Company guarantees at least 99.50% Mail Server Availability. Mail Server Availability is defined as the ability to retrieve the SMTP, POP and IMAP headers from the mail server, calculated on a monthly basis. The Company will not monitor availability of individual mail accounts or mailboxes but only monitors the server availability as a whole.

Denial of service attacks, mail bombing, and other flooding techniques directed toward the mail server resulting in or contributing to downtime will not be included in Mail Server Availability calculations.

The outgoing email protocol used on the mail server (SMTP) is a "store-and-forward" type of protocol that does not guarantee immediate delivery of email messages. If the mail server's first email delivery attempt fails, it will re-attempt delivery according to a predefined schedule. If the message fails to be sent for 5 days, the messages will be returned to the sender.

4.3.1 Mail Server Availability Monitoring

To verify that the server is available, the Company will probe SMTP, POP and IMAP services (retrieve SMTP, POP and IMAP headers) every five minutes with a 30-second threshold. If either service does not respond, the service is considered non-operational it is immediately escalated to technical support and the system engineers.

If two or more consecutive SMTP, POP or IMAP tests fail, server downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than five minutes in duration will not be recorded. The Company will calculate Mail Server Availability and refund eligibility amounts based on this type of server monitoring.

4.3.2 Penalty for Non-Compliance

Upon your written or email notice to the Company, if server availability for the full month is below the guaranteed level, the Company will issue a refund to You according to the schedule below.

Mail Server Availability 99.00% - 99.50%	10% of monthly fee credited
Mail Server Availability 96.50% - 98.99%	25% of monthly fee credited
Mail Server Availability 96.49% - or below	50% of monthly fee credited

4.4 Data Backup (OBS) Server Availability

The Company guarantees at least 99.5% Data Backup Server Availability. The Data Backup Server Availability is defined as the ability to send and retrieve data from the hosting server, calculated on a monthly basis. The Company will not monitor availability of individual client accounts but only monitors the server availability as a whole.

Denial of service attacks or other types of attacks directed toward the web server resulting in or contributing to downtime will not be included in Data Backup Server Availability calculations.

4.2.1 Data Backup (OBS) Availability Monitoring

To verify that Data Backup Server Availability, the Company will probe HTTP service to retrieve HTTP headers on the server every five minutes, with a 30-second failure threshold. If the probe is not successful, the server is considered non-operational and it is immediately escalated to technical support and system engineers.

If two or more consecutive server probes fail, server downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than five minutes in duration is not recorded. The Company will calculate server uptime and refund eligibility amounts based on this type of server monitoring.

4.3.2 Penalty for Non-Compliance

Upon your written or email notice to the Company, if server availability for the full month is below the guaranteed level, the Company will issue a refund to You according to the schedule below.

Backup Server Availability 99.00% - 99.50%	10% of monthly fee credited
Backup Server Availability 96.50% - 98.99%	25% of monthly fee credited
Backup Server Availability 96.49% - or below	50% of monthly fee credited

4.4 Applying for a Refund

To receive a refund, send an email or written refund request to the Accounts Department. You must provide your Account ID and all dates and times of server or network unavailability.

Refund requests must be received by the Accounts Department within 14 days of the end of the month for which you are requesting a refund.

4.5 Maximum Total Penalty

The total refund to You for any account may not exceed 50% of the monthly fees charged to that account during the month for which the refund is to be issued.

4.6 Restrictions

Customer shall not receive any refunds under this SLA in connection with any failure or deficiency of website availability caused by or associated with:

1. circumstances beyond the Company's reasonable control, including, but not limited to, acts of any governmental body, fire, flood, earthquake, strike or other labour disturbance, interruption of / or delay in transportation, unavailability of / or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts);
2. scheduled maintenance and emergency maintenance and upgrades;
3. your acts or omissions (or acts or omissions of others engaged or authorized by You), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc), any negligence, wilful misconduct, or use of the Services in breach of the Company's Terms and Conditions and Acceptable Use Policy;
4. DNS (Domain Name Server) Propagation.
5. outages elsewhere on the Internet that hinder access to your account. The Company is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it.

5. Storage Capacity / Data Transfer

Each account is allotted storage capacity and data transfer amounts on the Company servers according to the plan and options selected by You. This storage size and data transfer allotments can be increased by request for an additional fee. The servers may stop accepting, processing, or delivering data when the purchased limit is reached thus causing server unavailability or data loss. The Company shall not be held responsible for such unavailability or data losses.

6. Data Integrity

The Company employs sophisticated RAID techniques to ensure the integrity of the data on its servers; the data is written to two or more disks simultaneously to prevent data loss in the event of hardware failure. The Company performs routine server backups for disaster recovery purposes only. Server backup scope and scheduling is at the Company's sole discretion.

7. Data Retention.

THE COMPANY SHALL NOT BE RESPONSIBLE FOR RETAINING ANY OF YOUR DATA AFTER ACCOUNT TERMINATION. ALL DATA IS DELETED FROM THE SERVERS AFTER THE ACCOUNT IS TERMINATED AND FROM BACK-UPS DURING SCHEDULED BACK-UP ROTATION. THE COMPANY SHALL NOT RESTORE, PROVIDE ON ANY STORAGE MEDIA OR SEND OUT ANY DATA PERTAINING TO EXISTING OR TERMINATED ACCOUNTS UNLESS AGREED TO BY THE COMPANY.

8. Customer Responsibilities.

To access Net24 Limited's services You must provide at the very minimum:

1. an Internet connection with sufficient bandwidth and quality to allow trouble-free browsing and data uploading and downloading;
2. a fully functional Internet browser;
3. tools to develop and publish content as You find suitable and necessary;
4. tools to access database servers if such services are purchased by You.

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