



Zone Networks Service Level Agreement

Zone Networks is committed to its small business, corporate and wholesale channel partners. Recognising the importance of these services, Zone Networks provides its customers with a robust Service Level Agreement which covers the availability of your service.

This document outlines how service availability is determined, the terms under which the SLA is rendered, and the criterion used in order to determine the eligibility of an SLA claim.

For the full terms and conditions by which Zone Networks renders service to its customers, please refer to the Terms of Service and Customer Relationship Agreement published on our website.

Should you have any questions regarding this Agreement, or any of our other policies, please contact us by emailing sales@zonenetworks.com.au.

Last updated 1 May 2016.

ZONE NETWORKS SERVICE LEVEL AGREEMENT

1. Definitions

- 1.1 “Customer” refers to the person or organisation purchasing or receiving a product or service from Zone Networks.
- 1.2 “Service” or “Services” refers to the products or services ordered from Zone Networks including but not limited to web hosting, dedicated servers, cloud and virtual servers, managed services, colocation, IP transit and domain names. The nature of these Services is identified via the Customer’s Client Area.
- 1.3 The “Provider”, “Zone Networks” refers to Zone Networks Proprietary Limited, with ABN 83 136 050 578 and ACN 136 050 578.
- 1.4 The “Client Area” refers to the billing account supplied to the Customer upon registration, accessible at <https://myaccount.zonenetworks.com.au/clientarea.php>.
- 1.5 “Aggregate Accessibility Level” refers to the total uptime of a Service, as measured by Zone Networks in accordance with Section two (2) of this Agreement, as a percentage of a full thirty-one (31) day calendar month.

2. Accessibility Service Level Agreement

- 2.1 Zone Networks guarantees, in accordance with this SLA and its relevant remedies, the availability of the Service to an Aggregate Accessibility Level of 99.9%.
- 2.2 Availability measurements will be taken from various off and on-network domestic and international monitoring sites.
- 2.3 An Outage constitutes an ICMP packet loss rate of greater than fifty (50) percent from two or more monitoring sites to the Zone Networks network core and/or distribution layers.
- 2.4 An Outage is not claimable under this Service Level Agreement if, at the sole discretion of the Provider, it is determined to be a result of

the Customer's actions, including but not limited to powering down a Service, firewall changes etcetera.

- 2.5 If not otherwise acknowledged, outages must be reported to the Provider within 7 days in order to be assessed under the Service Level Agreement.
- 2.5 The Aggregate Accessibility Level is calculated by adding the length of all Outages occurring within the Customer's monthly billing cycle, and dividing this value by 31 days to determine a percentage Aggregate Accessibility Level value.
- 2.6 If this Aggregate Accessibility Level falls below 99.9%, the Customer may make a claim within 7 days to the Provider's Accounts department.
- 2.7 To remedy any Service Level Agreement breaches, the Provider shall issue an account credit to the value of ten (10) times the outage below the warranted 99.9% level. For example, a one (1) hour Outage, assessed to be eligible for the Service Level Agreement under the criterion specified above, would result in a ten (10) hour SLA credit.
- 2.8 The SLA credits outlined in clause 2.7 are limited to 100% of the monthly recurring cost of the Service.

3. Exceptions to the Service Level Agreement

- 3.1 An Outage is not claimable under this Service Level Agreement if, at the sole discretion of the Provider, it is determined to be a result of:
 - a) Customer actions -actions made by the Customer, either directly, by an agent or contractor, or by negligence, including but not limited to powering down the Service, firewall misconfigurations, and the like.
 - b) Malicious activity- attacks made by the Customer, or a third party, to the Customer's Service or the Zone Networks core network, with malicious intent.
 - c) Maintenance- outages as a result of planned, unplanned or emergency maintenance across both hardware and software.

d) Legal action- court orders or similar legal proceedings, brought against the Customer, which prevent Zone Networks from providing a specific service to the Customer.

- 3.2 If, at the sole discretion of the Provider, the Customer is found to have breached the Terms of Service or its ancillary Agreements, the Provider surrenders any liability under this Service Level Agreement. Similarly, the Provider surrenders service liability for any defaulted or overdue accounts.
- 3.3 Products or Services expressly sold or contracted without a service level guarantee or with varied terms, shall not be covered by this Agreement.

4. Changes & Alterations to Policy

- 4.1 Zone Networks may alter this document outlining Acceptable Use at any time. Changes will be made available via the Zone Networks website. Changes made shall become effective immediately once revised policies are published.
- 4.2 Should the Customer decline to agree to the revised terms, a cancellation may be requested in accordance with these Terms of Service.
- 4.3 Zone Networks agrees that all policies, including these Terms of Service, will be available for both existing and prospective customers via its website.

5. Governing Non-exclusionary Law

- 5.1 The Customer agrees to act within the bounds of all local, state and federal laws relevant to the Services delivered by Zone Networks.
- 5.2 The Customer acknowledges that this document, as well as other terms and policies published by Zone Networks, are governed by both federal laws and regulations of Australia, and the laws of New South Wales.