

Standard Datacentre Service Level Agreement (SLA)

Definitions:

The Customer:	The Customer
Us, We, Fastcom:	Fastcom Limited
Scheduled Outage:	Schedule or planned Fastcom network maintenance.
Redundancy:	Systems or equipment run in parallel to ensure additional reliability.

Introduction:

This is an agreement between Fastcom and The Customer that provides The Customer a guaranteed level of service in respect of High Availability colocation services provided by Fastcom to The Customer at a designated Fastcom Data Centre.

This Service Level Agreement (SLA) is only available in conjunction with Hot Standby Router Protocol Services (HSRP) or BGP failover which must be in place for this SLA to apply. HSRP or BGP failover provides The Customer with an additional layer of redundancy that provides an automated fail-over of the network connection in the event of downtime on the primary router that their equipment is connected to within the Fastcom Colocation facility.

1. Downtime and Uptime

1.1 Definition of Downtime

Downtime shall be defined as the amount of time, from the time of notification by the Customer to Fastcom Network Operations (NOC) staff, for which any or all of The Customer's servers co-located in the Fastcom facility are unreachable due to the physical environment or core network failure (i.e. infrastructure within Fastcom'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
- c) reasons of Force Majeure (natural disasters, acts of war or riots)
- d) Denial of Service Attacks or
- e) scheduled outages (as described in 1.2f).

1.2 Uptime Guarantee

- a) Fastcom guarantees 99.99% uptime of The Customer's servers, excluding scheduled outages. This equates to an allowed four (4) minutes per month of downtime as described in Clause 1.1. Network uptime shall be measured and reported by Fastcom's host monitoring service. These reports will be available to the Customer on request.
- b) If downtime (excluding scheduled outages) reaches forty five (45) minutes in any given month, The Customer account shall be credited with 15% of the colocation hosting fee charged by Fastcom for that month, upon request by The Customer. The credit will not be applied to fees relating other provided services (i.e. non-colocation hosting fees). In the event of valid network downtime, and subsequent receipt of The Customer's written request for credit, Fastcom will credit the required amount, calculated in accordance with this clause and Clause 1.2c in the month following the breach.

- c) For each additional thirty (30) minutes of downtime, The Customer account shall be credited with 10% of the colocation hosting fee charged by Fastcom for that month. The credit will not be applied to fees relating other provided services (i.e. non-colocation hosting fees). The total credit available shall be the amount relating to the colocation hosting fee on The Customer's invoice for that month.
- d) If downtime (excluding scheduled maintenance 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 Fastcom immediately upon notice in writing to Fastcom. The Customer shall be liable for all charges up until the time of cancellation, calculated on a pro-rata basis notwithstanding any credits due as a result of clause 1.2 of this agreement.
- e) 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.
- f) Fastcom will aim to notify planned/scheduled network outages to The Customer a minimum of 1 week in advance. Wherever possible, these schedule outages will be undertaken outside normal business hours in the early hours of the morning to minimise customer impact. Where Fastcom is managing The Customer's hosted equipment, planned/scheduled server maintenance outages will be notified as per arrangements made with The Customer. In some instances emergency planned network outages are required. These types of outages will be only undertaken in instances where the integrity of any part of the Fastcom network is under threat – they will be undertaken with as much notice as possible provided to The Customer at a time that will cause the least possible amount of customer impact in the given situation. Where Fastcom is managing The Customer's server, emergency planned server outages may be required from time to time. These types of planned outages will be only undertaken in instances where The Customer's hosting environment is threatened (e.g. an external attack resulting from a non-notified OS vulnerability) and will be undertaken with as much notice as possible provided to The Customer at a time that will cause the least possible amount of customer impact in the given situation.

2. Fault Resolution

- 2.1 Reboot requests will be actioned by Fastcom within thirty (30) minutes between 0830 and 1700 hours Monday to Friday, excepting the need to prioritise critical network issues in order to resolve The Customer and other customer's issue.
- 2.2 Fastcom 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.
- 2.3 Fastcom shall make every effort to resolve faults affecting provision of service to The Customer within one (1) hour.
- 2.4 Fastcom reserves the right to charge The Customer its standard hourly rate for network service support where the number of The Customer's logged faults in a given month relating to network services becomes unreasonably excessive AND where the logged issues are consistently found to be unrelated to Fastcom's network or services directly under Fastcom's control. Persistent logging shall mean in excess of two requests per month.

3. Technician Availability

- 3.1 Fastcom shall ensure that a network technician is on-site at the 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 call-out charges as per the terms of the colocation space agreement shall apply. Any call logged with the on-call engineer constitutes a call-out.
- 3.2 No penalty shall be incurred by Fastcom 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 Fastcom network.
- 3.3 Definition of *Call-out*: a call-out is defined as a phone call to the on-call engineer outside normal business hours (0830hr – 1700hr).

4. Facility Temperature

- 4.1 Fastcom 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 three (3) degrees.

5. Power Supply

- 5.1 Fastcom shall supply two (2) fully redundant 230V AC power feeds to The Customer's server cabinet.
- 5.2 Fastcom shall maintain two fully redundant centralised backup Uninterrupted Power Supply (UPS) Systems and two fully redundant back-up auto-start diesel generators at all times to all The Customer devices housed in The Customer's leased cabinet(s) at the Fastcom facility. The 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 Fastcom facility.

6. IP Address Requests

- 6.1 Fastcom shall arrange additional IP addresses for The Customer within ten (10) working days of The Customer requesting additional IP addresses. There provision of additional IP addresses shall be subject to the terms and conditions outlined in the service terms attached to this agreement.

7. Access, Security and Confidentiality

- 7.1 The Customer employees specified on the IDC Keyholder agreement as personnel with unsupervised access authority shall have access to The Customer's servers housed in the Fastcom 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 IDC Access Instructions.
- 7.2 Fastcom 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.