Service Level Agreement

Description of SLA

This Service Level Agreement (SLA) describes how DC Two Limited (ACN 155 473 304) (the "provider") will process any "unmanaged" system outages that are within the boundaries of the provider's Infrastructure and Service responsibilities. DC Two has set its own expectation to deliver a high level of uptime for all clients and sets out below the timely and financial responses should that not be achieved.

Definitions

For purposes of this Service Level Agreement;

"Backup data" means server image files that have been created using either Veeam Backup and Replication or Storage Craft Shadow Protect and stored within the DC Two Cloud Storage platform.

"Cloud Storage" means the platform which provides both file and block storage capability for the Cloud Storage products

"Colocation" means the server, storage and networking equipment owned by you and hosted within a DC Two data centre;

"Data Centre Network" means the portion of the DC Two network extending from the network egress point of the Virtual Platform Host, Dedicated Server or colocation to the outbound port of the data centre border router;

"Dedicated Servers" means the physical servers (including internal CPU, memory, storage and networking componentry) which are provided and supplied by DC Two which hosts your systems and applications;

"downtime" means any interruption to availability of services which exceeds **90 seconds** and does not include interruptions from scheduled outages or items listed in the "Limitations and Exclusions" section below;

"*labour fees"* means the hourly rate charged for staff to action any Exit Path work requests;

"power" includes UPSs, PDUs and cabling, but does not include the power supplies in Virtual Platform Hosts;

"Replicated data" means server image files that have been created and mounted within DC Two's Virtual Platform Hosts using either Veeam Backup and Replication or Storage Craft Shadow Protect's Headstart Restore system.

"Service Schedule fees" means the fees for your virtual servers and other items as hosted on the DC Two Virtual Platform Hosts that were affected by the failure for the monthly billing period in which the failure occurred and includes monthly virtual machine instance, software licensing and bandwidth charges;

"scheduled maintenance" means maintenance that is announced at least five business days in advance, and that does not exceed sixty (60) minutes in any calendar month;

"support hours" means the hours during the day that our support staff are available to work as displayed on the 'Contact Support' page on our website;

"virtual servers" means your unique virtual machine instances;

"Virtual Platform Host" means the physical servers, and storage devices which hosts your virtual servers and data storage;

Platform Service Level Items

Data Centre Network

We will ensure that our data centre network will be available 99.98% of the time in any given monthly billing period, excluding scheduled maintenance.

Physical Data Centre Infrastructure

We will ensure that data centre HVAC and power will be functioning 99.98% of the time in any given monthly billing period, excluding scheduled maintenance. Infrastructure downtime exists when downtime to the Virtual Platform, Dedicated Servers or Colocation occurs as a result of power or heat problems in the physical data centre.

Virtual Platform Hosts

We will ensure that all virtual platform hosts including compute, SAN storage, cloud storage and hypervisors, will be functioning 99.9% of the time in any given monthly billing period, excluding scheduled maintenance.

Cloud Storage

We will ensure the functioning and access to all cloud storage hosts and data including FTP, CIFS & NFS file based access, for 99.9% of the time in any given monthly billing period, excluding scheduled maintenance.

Dedicated Servers

We will ensure the functioning of all dedicated servers, excluding scheduled maintenance. If a Dedicated Server fails,

we will restore or repair the affected server/s within seventy two (72) hours of problem identification.

Urgent Disaster Recovery restorations

For **Backup** data which includes a separate management agreement with DC Two, we will ensure that our engineers will begin any work for the recovery and restoration of Veeam and Storage Craft backup images that are stored within the DC Two infrastructure within **four (4) business hours** of the request being submitted.

For **Replicated** data we will ensure that our engineers will begin any work for the recovery and restoration of Veeam and Storage Craft backup images that are stored within the DC Two infrastructure within **four (4) business hours** of the request being submitted. In the case where both the primary and replica servers are within the DC Two environment and the replication process is managed by DC Two, our internal monitoring systems will automatically inform us of a potentially catastrophic event. If the event at the primary is deemed minor and the services are expected to be restored within **two (2) business hours**, we may make the decision to not switch the operational role of primary to the replica servers at the alternate site.

DC Two MUST be notified by an authorised contact of any Urgent Disaster Recovery restorations required firstly by telephone to our support contact line (as noted on our website) and secondly followed up by email confirming such request and sent to support@dctwo.com.au to qualify.

Limitations and Exclusions

DC Two will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This SLA does not apply to:

- Any equipment, software, services or other items or parts of the systems not listed above.

- Software, equipment or services not specified on the Service Schedule as supplied by DC Two; or as purchased via DC Two; and/or as managed by DC Two.

    Additionally, this SLA does not apply when:

- The problem has been caused by using equipment, software or services in a way that is not recommended.

- The client has been informed by DC Two staff of a potential configuration issue within their servers or services which may degrade or cause to fail, those servers or services where these configurations are not managed by DC Two.

- The client has made unauthorised changes to the configuration or set up of affected equipment, software or services.

- The client has prevented the supplier from performing required maintenance and update tasks.

- The issue has been caused by unsupported equipment, software or other services.

    This SLA does not apply in circumstances that could be reasonably said to be beyond DC Two's control. For instance: network outages caused by other carriers or providers, floods, war, terrorism, acts of god and so on.

    You are not entitled to a credit if you are in breach of your services agreement with DC Two (including your payment obligations to us) until you have rectified the breach.

    You are not entitled to a credit if downtime would not have occurred but for your breach of your agreement with DC Two or your misuse of the Services or as outlined in our Acceptable Use Policy.

    You are not entitled to a credit for downtime or outages resulting from denial of service attacks, virus activity, hacking attempts, or any other circumstances that are not within our control.

    Having said all that, DC Two aims to be helpful and accommodating at all times, and will do its absolute best to assist our clients wherever possible.

Credits

If we fail to meet a service assurance as stated above in any given calendar month, you will be eligible for a credit for the subsequent month only. Credits will be calculated as a percentage of the fees for those Services as itemised in the Service Schedule of your agreement. Services adversely affected by the failure for the current monthly billing period during which the failure occurred (to be applied at the end of the billing cycle), will be credited as follows:

- **Data Centre Network and Physical Data Centre Infrastructure:**

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.98% but greater than or equal to 99.0%	10%
Less than 99.0% but greater than or equal to 97.0%	20%
Less than 97.0%	50%

- **Virtual Platform Hosts, Cloud Storage, Dedicated Servers, Urgent Disaster Recovery restorations:**

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9% but greater than or equal to 99.0%	10%
Less than 99.0% but greater than or equal to 97.0%	20%
Less than 97.0%	50%

To receive a credit, you must request a credit by sending an email to accounts@dctwo.com.au within thirty (30) days following the end of the downtime or breach of commence work or exit assurance. You must show that your use of the services was adversely affected in some way as a result of the downtime to be eligible for the credit.

Notwithstanding anything in this Service Level Agreement to the contrary, the maximum total credit for the monthly billing period, including all guarantees, shall not exceed 50% of your Service Schedule Fee for that billing period.

Credits are not redeemable for cash and will be applied to your account as a credit and apportioned (credited) to the next month's invoice.

Credits are calculated and apportioned per incident. If a single incident triggers multiple credits for different reasons, then the larger credit amount will apply. For example, if an infrastructure failure causes an outage this could affect multiple assurances.

This Service Level Agreement forms part of the DC Two General Terms and Conditions of Service.

If you have any questions or queries regarding this Policy, please contact DC Two Support on 1300 331 888 or email accounts@dctwo.com.au.