

## Annexure D - alpha dot net **SERVICE LEVEL and MUTUAL OBLIGATIONS POLICY**

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### **1 General**

- 1.1 This is alpha dot net's Service Level and Mutual Obligations Policy, which forms part of our Terms and Conditions (the definitions in respect of the terms used in this Policy are contained in our Terms and Conditions).
- 1.2 If you are a customer of alpha dot net who requires a server or website to be hosted by us then we will provide these services on the terms and conditions set out in this agreement.
- 1.3 The terms and conditions contained in this Agreement are in addition to those specified in our Terms & Conditions.

### **2 Definitions**

**Basic Maintenance** means the tasks performed on the Server equipment which generally require less than 15 minutes to perform. These tasks may include 'Changing Tapes', 'Rebooting Servers', 'Powering Down Devices'.

**Border Router/s** means the Router/s which connect alpha dot net's network to the Internet.

**Customer Data** means all information, data, text, logos, images, audio or content of any sort which forms part of the Customer's web sites.

**Customer Software** means all software developed or provided by the customer and used by the service.

**Data Transfer** means the number of MB inbound and outbound.

**Detailed Maintenance** refers to all tasks not covered by Basic Maintenance and excludes any installation and commissioning tasks which are expressly covered in any other agreements.

**Network Availability** is the TCP/IP ping test between the testing server and alpha dot net's Border Router.

**Network Latency** refers to the time delay reported by the ping test.

**Scheduled Maintenance** means Maintenance which needs to be performed on alpha dot net's servers/equipment and which may affect connectivity from the Customer's site to the Internet. alpha dot net will provide at least 48 hours notice of the Scheduled Maintenance.

**Services** means the elements outlined in the Service Agreement and any other facilities provided by alpha dot net to the Customer.

### **3 Access**

- 3.1 Within 14 days of the date of the signed Service Agreement or some other period of time as specified in the Service Agreement and the payment of any specified deposits, alpha dot net will endeavour to

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ensure the necessary resources are available to the customer for the provision of the services selected by the customer.

- 3.2 We will provide the customer with:
- 3.2.1 Internet connectivity as described in the signed Service Agreement;
  - 3.2.2 Gateway facilities as described in the signed Service Agreement;
  - 3.2.3 The server hosting facilities as described in the signed Service Agreement;
  - 3.2.4 IP addresses as described in the signed Service Agreement; and
  - 3.2.5 Any additional services which we are to supply as detailed in the Service Agreement.
- 3.3 In the case where the service involves a dedicated machine and a period of prolonged development, we may at our discretion provide interim facilities in an effort to accommodate the systems development life cycle.
- 3.4 In the case of services provided at Customer premises the Customer is required to supply suitable shelf space power points and environmental control.

### **4 Maintenance**

- 4.1 We will perform Scheduled Maintenance to the company's equipment from time to time as deemed necessary and will provide 48 hours notice of such maintenance work.
- 4.2 Unscheduled Basic Maintenance or Detailed Maintenance may need to be performed due to data corruption or equipment failure. In these cases we will send an email alert to the contact names listed on the Service Agreement, if any such unscheduled maintenance:
- 4.2.1 Requires the Customer's service to be off-line for more than 5 minutes; or
  - 4.2.2 Affects the Customer's site;
- 4.3 We will nominate a manager to perform all Basic Maintenance and Detailed Maintenance. We may also perform Additional Maintenance tasks depending on the Service Agreement with the Customer.
- 4.4 The Customer must ensure that all files are accessible at the time of backup (ie, files are not locked or in use during backup).
- 4.5 Unless contrary to the details of the Service Agreement, Customers need to provide their own backup and restore mechanisms as this will not be performed by alpha dot net.

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**5 alpha dot net Warranties**

5.1 We do not warrant that:

- 5.1.1 The services provided under this Agreement will be uninterrupted or error free;
- 5.1.2 The services will meet the Customer's requirements, other than as expressly set out in the Service Agreement; or
- 5.1.3 The services and systems provided under this Agreement will be free from external intruders (hackers) or other persons having access to the services or systems without our consent.

5.2 We do warrant that:

- 5.2.1 There will be at least 97.99% network availability for aDSL connections;
- 5.2.2 There will be at least 99.99% availability of gateway servers and routers;
- 5.2.3 There will be at least 99.9% availability of Transmission links;
- 5.2.4 The alpha dot net computer room is a secure area and accessed only by our authorised staff;
- 5.2.5 All other visitors to secure areas will be accompanied by an authorised alpha dot net staff member;
- 5.2.6 We may charge for the time of the accompanying staff member;
- 5.2.7 We will undertake to deliver as near as possible to an error free uninterrupted service from our network operations centre;
- 5.2.8 We will proactively attend to known issues of security and performance in accordance with best practices;
- 5.2.9 Packet loss rates from the Server Hosting Option selected by the Customer to the Border Router will be under 1% for 99% of the time; and
- 5.2.10 Under normal conditions, Network Latency from the Server Hosting Option selected by the Customer to the Border Router will be less than 10ms.

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### **6 Customer Acknowledgement**

- 6.1 The Customer acknowledges that:
- 6.2 We are not responsible for any loss, injury, claim or expense incurred by any user as a result of any user relying on any fact, statement or opinion in the Customer Data (whether negligent or otherwise);
- 6.3 The Customer shall solely be responsible for the safety of his own property and shall take out appropriate insurance policies to cover damage and loss to his property during the use of our services.
- 6.4 We are not responsible for ensuring that the Customer's data or content, installed on our equipment under this Agreement, is covered by the appropriate insurance policies.
- 6.5 We are not responsible for ensuring that the Customer's servers and any other hardware and devices, installed on alpha dot net's premises under this Agreement, are covered by the appropriate insurance policies;
- 6.6 We may remove, amend, or alter the Customer Data upon being made aware of a Court order, judgment, decree, determination or otherwise being made by a Court, tribunal or other competent body that the Customer Data is illegal, offensive, objectionable or in breach of a third party's rights;
- 6.7 We will remove, amend, or alter the Customer Data if directed to do so by the ABA pursuant to a take-down notice in accordance with its obligations under the Broadcasting Services Amendment (Online Services) Act 1999 (as amended).
- 6.8 We may remove Customer Data from the Customer's site if an outside party or outside device disrupts or attempts to disrupt the service provided by alpha dot net. The Customer acknowledges that they have no recourse against alpha dot net if this occurs; and
- 6.9 The Customer is solely responsible for dealing with persons who access the Customer Data, and must not refer complaints or enquiries in relation to the Customer Data to alpha dot net.

### **7 Customer Warranty**

The Customer warrants that:

- 7.1 It holds, and will continue to hold, the copyright in the Customer Data or that it is, and will remain, otherwise entitled or licensed to use the Customer Data;
- 7.2 The Customer holds and will continue to hold, appropriate licences for all proprietary software that it may use in delivering its services and such use does not infringe any third party intellectual property rights.;
- 7.3 The Customer Data is not knowingly and will not knowingly be, actionable for any breach of copyright, passing off, defamation, breach

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of confidence, interference with privacy or any contravention of any other law or private right whatsoever;

- 7.4 They are responsible for payment of all royalties and other fees associated with the use of such third party materials;
- 7.5 In respect of Customer Data used in connection with advertising, the Customer has, and will continue to materially comply with, all relevant laws with respect to the use of said Customer Data in connection with said advertising;
- 7.6 The Customer is solely responsible for dealing with persons who access the Customer Data, and must not refer complaints or enquiries in relation to the Customer Data to alpha dot net; and
- 7.7 In retaining alpha dot net to provide services under this Agreement, the Customer has not relied on and shall not rely on any representation made by alpha dot net which has not been stated expressly in this Agreement.

### **8 Termination**

- 8.1 On termination or expiry of this Agreement for any reason, alpha dot net must delete all Customer Data from any alpha dot net online storage media.
- 8.2 On termination or expiry of this Agreement, any Customer Data which is stored on alpha dot net backup media will "age" out over the period of the normal tape rotation.
- 8.3 Data held on backup media can be specifically deleted, however the customer will bear the total costs of staff time and resources required to achieve this. A deposit for this service would be required in advance. As a guideline only, the time to achieve this could be in the order of one hundred hours and would be charged at the service rate applicable at that time.