



SERVICE LEVEL AGREEMENT

1. Parties

This Service Level Agreement (hereinafter referred to as the 'SLA') is an agreement entered into between:

Globicom Limited t/a VpsCity , a New Zealand registered Limited Company No. 1898224 and the Client of VpsCity, hereinafter referred to as the 'User'.

2. Overview

2.1 Background and purpose of the Service Level Agreement

This Service Level Agreement (SLA) governs the services provided by VpsCity, consisting of VPS & Cloud server hosting, dedicated server hosting, broadband connectivity, telephony/voice and IT services. This service level describes the qualitative and quantitative terms of the service level that are to be achieved for these services provided by VpsCity.

This SLA describes the standard service level provided with each service, along with any possible additions thereto.

2.2 Term of the SLA

This SLA has no expiry date and will be valid until a new version of the SLA is in place.

This SLA will be reviewed on a periodic basis in order to incorporate any new circumstances into the document that were not yet known or available at the time the previous version of the SLA was drafted. A new version of the SLA will be subject to the procedures defined in the General Terms and Conditions.

Users can cancel a Service Level 2 or 3 agreement on a monthly basis, an initial minimum period of 1 month applies.

2.3 Related documents

The SLA is related to the General Terms and Conditions as included on

<https://www.vpscity.co.nz/terms-of-service>

If any definitions or provisions of the SLA conflict with those contained in the General Terms and Conditions, the definitions and provisions of the General Terms and Conditions will apply.

If any definitions or provisions of the SLA conflict with the particular terms set for specific services with the User, the specific terms will apply.

If any specific terms regarding the service level conflict with the General Terms and Conditions, the specific terms will apply.

2.4 Access by VpsCity

Some service-related elements contained in this SLA are based on the assumption that VpsCity has access to the User's server environment; other elements are based on the assumption that it is possible to monitor specific ports.

However, the client has the option to deny VpsCity access to a server and block the ports from our monitoring. In these cases, VpsCity will not be liable for any services not provided.

2.5 Structure of this Service Level Agreement

VpsCity has three service levels: 1, 2 and 3. This SLA first describes all the provisions contained at each of the three service levels. The specific differences between the service levels are described in the 'Services and Service Levels' section.

3. VpsCity Services

3.1 Scope of the services

The management and maintenance governed by this Service Level Agreement relates to the service for which this SLA was entered into, along with the infrastructure required for the service, i.e.:

- Data-centre facilities, including electric power and cooling facilities.
- The network infrastructure, including switches, internal and external network connections, and routers, insofar these are under the control of VpsCity.
- The infrastructure of specific services, including all hardware and software serving as the basis for these services.
- The System Software running within a server (depending on the Service Level).

3.2 Scope of the contract

The following components fall outside the scope of this SLA:

- The User's own infrastructure, along with the public portion of the internet outside the control of VpsCity.
- Functional application management of the User's applications.
- Database management of any of the User's databases.
- Any links or other interfaces of the User's applications with external environments.
- Upgrades and upgrade policies of non-System Software.

3.3 Basic assumptions and prerequisites

The following basic assumptions and prerequisites apply to this SLA:

- The User will ensure proper security and protection of the hosting environment; VpsCity is not liable or responsible for protecting the server from break-in attempts by third parties and/or any consequential loss arising from a successful break-in.
- VpsCity is responsible for managing and maintaining the underlying infrastructure used to provide the service, or, in the case of leased physical servers, the underlying infrastructure including the physical server.
- VpsCity will upgrade, and make changes to, System Software only at the User's request; the User assumes the risk of incompatibility with the application while VpsCity is only responsible for fulfilling the request.

4. VpsCity Infrastructure

4.1 Data Centre facilities

We understand the need for high performance and reliable hosting solutions and our well planned infrastructure is one of the reasons why we're considered to be a great Colocation, VPS and Cloud Server hosting company. All of our servers are housed inside a state-of-the-art datacentre facility.

Our primary data centre is located in the centre of Auckland CBD and is equipped with, climate control, 24/7 security, fire suppression systems, water detection systems, UPS & generators to ensure that our customers data is safe and secure. VpsCity uses the latest generation processors from Intel and Cisco for network switching/routing.

Our facility has been built to exacting standards and provides a resilient environment with security, power and extensive connectivity for all your mission-critical hosting needs. A wide range of value added managed services are also available.

Built and operated to provide a resilient and always-available hosting environment, we understand that outsourcing mission-critical IT systems involves trust and this governs the principles on which we design and maintain our data centre. As such it is built to the highest industry standards, offer high levels of physical and environmental resilience and are protected against fire and power outages.

VpsCity has 2 data centres in New Zealand, one in 220 Queen St, Auckland and the other in 162 Grafton Road, Auckland. These centres were selected based on reputation, procedures, certification status and client profile.

4.2 Network infrastructure

As we connect to several carriers in our data centre we give you direct access to a wide choice of networks for greater choice, flexibility, network resilience, cost savings and speed to market. In addition, the multiple connectivity options that are available for colocation and managed hosting on site are enhanced by our interconnection (peering) with the Auckland Peering Exchange (APE) – which offers guaranteed fast delivery of local content for enhanced local performance. The network components are all redundant, which means failure of one of the components should not result in the loss of network connectivity.

4.3 Infrastructure related to services

The clusters for cloud servers are based on specialised data storage nodes, with data distributed among various SSD drives. A number of hosting nodes are connected to the storage nodes. Each cluster has an amount of reserve capacity, ensuring that the failure of at least one of the hosting nodes can be compensated for. In the event of a hosting node failing, the VpsCity failover system will immediately migrate the server onto a different hosting node.

Other VpsCity services are structured according to the same philosophy.

5. Availability, maintenance and reporting

The infrastructure of VpsCity is designed to provide high availability.

5.1 Availability of the Services

All the services are subject to the availability guarantee.

VpsCity guarantees 99.9% availability per year on all its services.

A service is available if all of the following three elements are available:

- **Data centre facilities:** The availability of electric power and sufficient cooling and the appropriate air humidity level are continuously monitored. If no lack of electric power, cooling or appropriate air humidity level is detected with respect to the infrastructure vital to the service, the data centre facilities are considered available.
- **Network infrastructure:** The availability of the network infrastructure is measured periodically by means of a ping test. As part of this test, the network is considered available if the physical machine or machines connecting the infrastructure of the specific service to VpsCity sends a ping response to one of the monitoring nodes outside the VpsCity network.
- **The infrastructure of the specific service:** The availability of the infrastructure required to provide specific core services, such as a server environment or storage capacity, are monitored by VpsCity's own cloud management software, which keeps detailed logs on the availability of each element.

If one of the above-mentioned elements is unavailable for a specific service, this service will be deemed to be unavailable. Scheduled maintenance and force majeure events, as defined in the General Terms of Conditions, do not qualify as unavailability.

5.2 Maintenance and maintenance windows

VpsCity will perform maintenance on the hosting environments from time to time.

Regular maintenance is scheduled in maintenance windows that are announced at least one week in advance by email. This email will contain a brief overview of the work to be performed, along with a brief description of the impact of the maintenance on services. Where possible, regular maintenance will be performed after 10 p.m. NZ Time. However, if the nature of the maintenance does not permit this, this will be clearly specified in the announcement.

Depending on the scope and impact of the maintenance, periodic status updates will also be provided via Twitter or through other media.

If the time-sensitivity of the maintenance is critical, e.g. in the case of critical vulnerabilities, an emergency maintenance window is announced by email. This may be announced at very short notice. If possible, the emergency maintenance is scheduled at such a time that the impact of the maintenance is reduced; however, it could be that the nature of the maintenance does not permit this.

5.3 Reports in the event of incidents

An incident is defined as an unexpected departure from the agreed terms and conditions or agreed service level that is not caused by the User.

Types of incidents include:

- Availability incidents
- Security incidents
- Privacy incidents

If an incident occurs, a report will be sent within two working days containing a description, the cause of the incident, its consequences, and measures taken to prevent similar incidents in the future. This report is sent to the relevant contact address registered with VpsCity.

5.4 SLA Performance

5.4.1 VpsCity will provide information regarding the risk of the infrastructure being unavailable, the unexpected shutdown of services or the risk of a change of ownership on request.

5.4.2 Disaster recovery plans and availability enhancing measures will be shared with customers when relevant.

5.4.3 The controls that apply to the procurement of new information systems or additions to existing information systems will be made available on request.

APPLICABLE LAW AND RULES

5.4.4 VpsCity will communicate laws and binding rules that are directly relevant to the service.

5.4.5 VpsCity will disclose information relating to its relevant regulators on request.

PRODUCT INFORMATION

5.4.6 The expected level of performance, level of redundancy and expected recovery times at every level of the processing layer, data storage, the internal network and the transit connections are available.

5.4.7 VpsCity will provide detailed information regarding service level performance and all capacities used and charged.

5.4.8 Data locations will be communicated on request. Information on data centre security, resilience and recovery policies should be available.

5.4.9 VpsCity will provide information regarding the operation of the services it is offering.

ACCESS AND LOGS

5.4.10 VpsCity personnel access rights and operator logs relating to the customers' environment will be made available on the customer's request.

5.4.11 The logging procedure will be communicated and the relevant logs will be made available if legally possible.

5.4.12 Information regarding the usage of Interface access will be made available on request. Instructions regarding the changing of interface access rights will be made available.

SECURITY

5.4.13 The procedure with respect to conflicting roles is available.

5.4.14 The current security status and requirements will be communicated to the customers when relevant.

5.4.15 Customers will be informed regarding changes to the security policy that have a material impact.

6. Services and service levels

The articles below describe the various elements that comprise the possible support services provided by VpsCity.

There are three possible VpsCity service levels: Service Levels 1, 2 and 3. Service Level 1 is our free service level, which applies to all services. Service Levels 2 and 3 are subject to a fee and can only be procured on virtual and physical servers.

This section first discusses general comments for each article. Issues specifically related to a particular service are listed in *italics* after the general comments.

ACCESS TO SUPPORT

6.1 Service desk/Support

VpsCity provides email access (in the form of tickets) to the service desk for the reporting of issues and for submitting queries. We pride ourselves in our services and give our clients the best possible service 24x7 that is possible.

The service desk can also be reached by telephone. Telephone reports are for urgent matters or if email (ie tickets) is not available. For any issues of any nature reported by telephone, a ticket must also be opened, containing a description of the issue. VpsCity will subsequently be able to use this ticket for issue registration and responses.

The Service Level determines whether the incident service can be called free of charge regarding problems within a server environment.

Incident service support under Service Level 1

The incident service is available for free when the service of the User is unavailable because of a failure within the VpsCity infrastructure outside of the relevant User environment. If the question is related to an issue inside a server environment or other specific infrastructure of the User then the minimum fee indicated on the website applies. This includes 15 minutes of systems administration support. If additional support is requested or required, this can be procured on an hourly basis per 15-minute period.

Incident service support under Service Levels 2 and 3

For servers with Service Level 2 and 3 the incident service is available in case the service of the User is unavailable because of a failure within the VpsCity infrastructure or because of a failure within the System Software. If the Support Hours for the month in question are depleted, the provisions for Service Level 1 will apply.

6.2 Systems administration support

Support hours Service Levels 2 and 3 include monthly Support Hours.

- **Services provided under Service Level 2**

As part of Service Level 2, VpsCity provides five hours of support per server per month for systems administration issues. This includes any support you require that is related to your server or clients accessing it. If desired, the User can use these hours for the activities described in the article 'Scope of the support – Activities'. The hours cannot be transferred from server to server or carried over from one month to the next.

- **Services provided under Service Level 3**

As part of Service Level 3, VpsCity provides a fully managed service including operating system updates, application updates and complete server administration within reason. The User can reserve these hours for the activities described in the article 'Scope of the support – Activities'. Under Service Level 3. The hours cannot be transferred from server to server or carried over from one month to the next.

6.3 Additional Systems Administration on request

VpsCity can provide additional systems administration support on the System Software. This support is subject to the prices and terms listed on the website.

SCOPE OF THE SUPPORT

6.4 Scope of the support – Physical machines

VpsCity supports the hardware it supplies, which includes liaising with suppliers (if applicable). If support of the hardware supplier is required for a physical machine, the support that can be provided depends on the service agreement with the supplier that the User procured via VpsCity.

6.5 Scope of the support – System Software

VpsCity supports the most commonly used Linux and Windows stacks. The software supported by VpsCity is referred to in this document as 'System Software'.

In the case of Linux, VpsCity supports the operating systems it uses along with all packages that can be installed from the repositories of these operating systems that are activated by default. Examples include the relevant versions of Apache, PostgreSQL, MySQL, PHP and Python. In addition, VpsCity also supports all software provided cPanel images.

VpsCity uses the following Linux operating systems, with the relevant versions indicated on the website:

- Ubuntu
- CentOS
- Debian

For the Windows operating systems used, VpsCity supports the software related to the available Windows Server Roles and all software that can be installed using Windows Features. Examples include IIS, Remote Desktop, Active Directory and DNS, File and SMTP Server. VpsCity also supports MSSQL 2008 and 2012 and Office 2008 and 2012.

VpsCity uses the Windows operating systems with the relevant versions indicated on the website.

In addition, VpsCity also supports the following specialised software:

- VpsCity backup script

If the software (or a version of this software) active on the service no longer falls under the definition described above, it will still be deemed to be System Software for a period of one

year after it has been removed from the definition.

6.6 Scope of the support – Activities

The activities that VpsCity includes in its support depend on the Service Level procured.

- **Services provided under Service Level 1**

The support obligation for Service Level 1 is limited to providing advice on the System Software on a best-efforts basis.

- **Services provided under Service Levels 2 and 3**

Service Level 2 and 3 support is to be described in the following components:

Support and configuration of hardware.

Core configuration activities within the System Software. Core configuration activities include any issues that do not require knowledge of the processes within the application or the end user's requirements. Examples include the installation of System Software and general hardening activity.

Advice and support for application-driven configuration activities within the System Software. Application-driven configuration activities include any configuration that requires knowledge of the application or the requirements of an end user. Examples of these activities, which are performed on a best-efforts basis, include performance optimisation of the System Software, the hardening of the server or the configuration of a control panel.

Limitations of support activities:

If a configuration is not possible due to a bug or a missing functionality in the System Software, the resolution of this problem does not fall under the scope of this SLA.

The support ends with the application level. VpsCity cannot assist in providing support for the application or website. This also includes Office applications.

6.7 Scope of the support – Clustering Activities

With Service Level 3, VpsCity may perform cluster management activities.

- **Services provided under Service Level 3**

VpsCity can also perform activities relating to the interaction between multiple servers grouped in a cluster. For example, VpsCity could set up redundant load balancing, provide for database and file system replication and include these in the monitoring.

6.8 Scope of the support – Scheduled activities With Service Level 3

VpsCity can schedule specific activities.

- **Services provided under Service Level 3**

VpsCity may include specific activities on its agenda, such as checking and testing specific functionalities. These activities can then be repeated periodically without the need for the User to provide specific instructions. This scheduled work must never take up more than 1 hour per server per 3 months in total.

6.9 Scope of the support – Virtualisation Activities

VpsCity can manage a virtualisation layer under Service Level 3.

- **Services provided under Service Level 3**

If the User procures a physical machine and subsequently virtualises it with Xen, HyperV- or KVM, VpsCity can provide support. It will design the environment according to requirements, adapt the configuration, and include the virtualisation processes in the monitoring.

6.10 Software Updates

The update policy used depends on the Service Level.

- **Services provided under Service Level 1**

In the case of generally known, urgent security updates to System Software used, VpsCity will alert the users of the relevant software if possible. However, VpsCity accepts no liability for failure to accurately communicate the required updates. VpsCity may subsequently choose to set a deadline for completion of the update. If the User fails to respond before the deadline, VpsCity can perform the update within a previously specified period.

- **Services provided under Service Levels 2 and 3**

VpsCity will check the versions of the System Software on the servers periodically, provided this is technically possible. In the case of generally known, urgent security updates to System Software used, VpsCity will alert the users of the relevant software. VpsCity may subsequently choose to set a deadline for completion of the update. If the User fails to respond before the deadline, VpsCity can perform the update within a previously specified period.

7. BACKUPS

VpsCity provides backup space. The User is responsible for determining the required retention period.

8. MONITORING AND RESPONSE

VpsCity provides a 24/7 Monitoring service for all servers. We will add your server to our monitoring system and monitor any port and/or protocols that you require. We will gather historical data and graphs for whatever we monitor and make them available to you at any time. All alerts will be sent to you via SMS and email.