

Service Level Agreement

Last Updated: 15TH September, 2017

1. Introduction

This Service Level Agreement (this “policy”) will govern the expectations for Exigent Australia to meet as well as covers the penalties and compensation for not meeting the service levels outlined in this document.

2. Definitions

“Exigent” or “Exigent Australia” means Exigent Australia (ABN: 90 623 955 395).

“Customer” means the person or entity that has purchased a service for Exigent Australia.

“Service(s)” means any of our cloud hosting, virtual server, dedicated server, colocation, hosted desktop, hosted email, hosted data, backup, spam filtering services that are delivered to the customer.

“SLA” means Service Level Agreement.

“Downtime” is calculated over a 30 day period.

“Business Hours” are Monday to Friday, 8am – 5pm and AEST (Brisbane, Queensland time zone).

“Both Parties” refers to the Customer & Exigent Australia who are in agreement to this Service Level Agreement.

3. To whom this policy applies to.

This policy applies to both parties when a customer submits an order to Exigent Australia and the order has been processed and accepted by Exigent Australia.

4. Network Uptime SLA

Exigent Australia will guarantee that its network uptime will operate at a minimum of 100% uptime in a given month and excludes any scheduled maintenance.

5. Infrastructure Uptime SLA.

Exigent Australia will guarantee that it delivers 100% uptime at a minimum in any given month. Infrastructure includes power, cooling, network connectivity, servers and server hardware.

6. Hardware SLA.

Exigent Australia guarantees that all hardware own and maintained by Exigent Australia is functional at all times and is solely responsible for the replacement of any failed hardware components at no cost to the customer.

1. SUPPORT TICKET RESPONSE TIME

Exigent Australia will provide a response time of 30 minutes or less from the initial time that the ticket has been created with our Technical Support team. A ticket can be raised by e-mailing our Technical Support team or raising the support ticket within the Cloud Portal website.

All support tickets that are raised with our Technical Support team will generate a support ticket number. This support ticket number is e-mailed to the customer and will be used as the initiated timestamp.

If we fail to deliver a response within 1 hour during business hours and up to 6 hours outside of business hours, we will credit your account 50% of your monthly service (with a maximum of up to \$100 being applied as a credit to the account and cannot exceed the monthly service fee).

2. SUPPORT MONITORING

Our Technical Support team will monitor our infrastructure and network 24 hours, 7 days a week to ensure that we deliver 100% uptime. Our Technical Support team will be the first point of contact to request any information from us regarding any outages or incidents.

An incident report can be provided at least a minimum of 72 hours after the outage upon request.

Monitoring of a customer's service is provided as an optional product add-on unless it is included in the product that the customer has purchased with Exigent Australia. We will monitor the server (virtual server, dedicated server or collocated server) only and this will exclude any services running on the server.

3. HARDWARE REPLACEMENT

It is the sole responsibility of Exigent Australia to replace any faulty hardware, where services such as web hosting, email hosting, hosted desktop, hosted data and virtual servers reside on. In the instance of an emergency hardware failure, Exigent Australia may migrate a service to another server.

In the event of a hardware failure for a dedicated server that is owned by Exigent Australia, we will provide a hardware replacement within 6 business hours. Should a technician need to complete an operating system reinstall, this will be covered under our Service Level Agreement at no cost to the customer.

4. NETWORK UPTIME

Exigent Australia will guarantee that its network will be available 100% of the time in any given month and this will exclude any scheduled maintenance. This guarantee assures that our network is available from any of our routing devices on our network and is reachable from the Internet.

Schedule maintenance is carried out by our technical support engineers. For any schedule maintenance that we will perform will have a minimum of 24 hours' notice provided by e-mail notification, a SMS alert and/or VIA our Service Status website.

5. DATA BACKUP

Backups can be configured to run periodically. Exigent Australia will complete the first full back up when configuring the service for the first time and then the software agent will run as per the backup schedule.

SERVICE LEVEL AGREEMENT EXCLUSIONS

From time to time, there may be an incident that is beyond the control of Exigent Australia and is therefore not covered under this Service Level Agreement.

a) Scheduled Maintenance

To ensure that we are able to deliver 100% uptime, we may from time to time perform maintenance work on any of our infrastructure. This maintenance work may consist of an outage and will be described within the outage notice that we will issue in accordance to the schedule shown below:

Category	Notice Period	Outage Duration
Scheduled	24 to 48 Hours	Up to a maximum of 8 hours
Unscheduled	Minimum 2 Hours	Up to a maximum of 4 hours
Emergency	No notice period	Until the incident is resolved

Any scheduled maintenance that we plan will be completed during 11:00PM to 5:00AM. Scheduled maintenance will only be performed during off-peak hours and outside of business hours Monday to Friday, 8:00AM to 6:00PM.

b) Infrastructure Maintenance

From time to time, infrastructure may need to be replaced and therefore we may need to migrate your service within the same data centre. We will ensure that notification is provided at least 2 hours (Unscheduled outage) prior to the migration and will do everything within our ability to minimize the downtime during the migration.

c) Denial of Service or Malicious Attacks

Attacks may originate from compromised services or from external sources that may create high latency or no connectivity to our network. Exigent Australia will do everything possible to help mitigate the attack including rerouting the traffic to a local Australian DDOS mitigation soak & scrubbing service that is external to our network or NULL routing the DDOS traffic towards the designated IP address. While performing any work to mitigate the attack, we cannot guarantee a resolution time.

d) Incidents relating to Cloud Hosting

Due to our level of security that we have implemented, our firewall may block the customers IP from accessing the server or on a rare occasion a service (for example - BIND, EXIM, MYSQL, HTTPD, etc) may fail and will require a technical support engineer to resolve the incident. We cannot guarantee a resolution time though we will do everything we can to minimize the downtime and resolve the incident as soon as possible.

e) Legal Situations

In the situation of legal action being taken against a customer of Exigent Australia, we are required to act in accordance to that order and we are therefore not responsible for any Service Level Agreement guarantees.

f) Data Backup

At times a backup schedule may not complete successfully and this can (for example) be due to reaching the allocated disk limit for the customers' backup space. It is the responsibility for our customer to configure the alert notifications inside the backup web portal to resolve any failed scheduled backups.

LEVEL OF SERVICE CREDIT

When eligible, we will provide a credit to the customer billing account and this credit is calculated as a percentage of the customer's monthly cost for the service that has been impacted.

Availability	Total Monthly Downtime	Credit Offered
100% - 99.90%	43 minutes, 12 seconds	10% Credit
99.89% - 99.60%	2 Hours, 52 Minutes, 48 Seconds	20% Credit
99.59% - 99.30%	5 Hours, 2 Minutes, 24 Seconds	25% Credit
99.29% - 99.00%	7 Hours, 12 Minutes, 0 Seconds	50% Credit
98.00% or More	14 hours, 24 Minutes, 0 Seconds or more	100% Credit

HOW TO CLAIM CREDIT FROM OUR SERVICE LEVEL AGREEMENT

Customers are entitled to claim a credit once per month and must do so within 7 days from the date that the incident had occurred. Should a claim be made after the 7th day, Management have a right to refuse the claim. We continue to always work with our customers to provide the best outcome and it is at the sole discretion to apply a credit based on our internal review of the incident.

The claim cannot exceed the clients monthly recurring charge and cannot claim against the Service Level Agreement when in breach of Exigent Australia Terms and Conditions, Customer Service Policy and Acceptable Usage Policy.

All claims must be made by submitting a request to the Accounts & Billing team within the Cloud Portal website.

SERVICES EXCLUDED FROM THIS SERVICE LEVEL AGREEMENT

We reserve the right to exclude any services from this Service Level Agreement. These services that are excluded from this Service Level Agreement can be found below

- All Budget Virtual Server Plans
- All Economy Cloud Hosting Plans
- Domain Name Registration, Transfer and Renewals
- SSL Certificates

All other services that Exigent Australia provides is to be included without listing those services.

* This document is to be freely available at all times by downloading it from the Exigent Australia company website. This Service Level Agreement may be amended by Exigent Australia without notice. To note any changes that Exigent Australia may alter within this document, we must alter the 'Last Updated' date located at the top of this document.