

# **Standard Form of Agreement**

Service Description (Virtual Servers)

Revised 28-Feb-2011

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# 1 The Agreement

## 1.1 The Parties

1.1.1 Highway 1 (Aust) Pty Ltd ABN 068 383 737 Level 5, 10 William Street, Perth, Western Australia trading as Highway 1, Apiix, EON Technology, Nerdnet Internet, Global Dial, Global Web, Simtex, Worldwide Internet (hereinafter referred to as "Highway1", "us", "our") and the Customer (being an entity subscribing to Highway1 for the provision of Internet services) agree that by accessing our services, you (hereinafter referred to as "The Customer", "you" and "your") accept, without limitation or qualification, the terms and conditions contained within the Standard Form of Agreement.

## 1.2 What is a Service Description?

1.2.1 The Highway 1 Service Description defines the services offered and specific terms and conditions for each of these Services. This document form part of our Standard Form of Agreement (SOFA). The SOFA comprises:

- a) General Terms and Conditions
- b) Service Descriptions
- c) Pricing Schedule

# 2 Service Description

## 2.1 What is a Virtual Server?

2.1.1 A **virtual private server (VPS)**, also referred to as **Virtual Dedicated Server** or **VDS** is a method of partitioning a physical server computer into multiple servers such that each has the appearance and capabilities of running on its own dedicated machine. Each virtual server can run its own full-fledged operating system, and each server can be independently rebooted. (Credit Wikipedia)

2.1.2 The Virtual Server Service from Highway 1 provides customers with a self managed operating system with an agreed allocation of CPU cores, RAM, disk space and network traffic.

2.1.3 You are responsible for all virtual server management. Where You have are unable to gain access or continue to use your virtual server due to Your misconfiguration of the virtual server Highway 1 will charge a fee for restoration to provide you with a clean virtual server installation.

## 2.2 Equipment Access

2.2.1 Customers are not permitted access to the physical hosts. Where media and temporary connection of a device is required the customer must request this permission from Highway 1. Highway 1 management has complete and sole discretion to authorise this access.

## 2.2.2 Licenses

All software and licenses used to operate the Farms are owned by Highway 1. The customer is responsible for maintaining licenses to operate the software on their own virtual servers.

## 2.3 Traffic and Bandwidth Allocation

2.3.1 Each Service plan may be allocated a monthly data traffic quota. Both inbound and outbound internet traffic count toward your quota.

2.3.2 Traffic within the Highway 1 network is excluded from your monthly traffic quota.

## 2.4 Firewall and Logical Security

2.4.1 The basic Service does not include firewall protection. Where you elect not to utilise our firewall option you will be responsible for providing your own firewall security.

2.4.2 You will be responsible for ensuring all virtual server is hardened against security vulnerabilities. We may elect to suspend your service if we identify that your Service may be compromised and no action has been taken by you within a reasonable timeframe to rectify the security breach.

2.4.3 We will not be liable for any content, security breach, distribution of protected information or other malicious activity on your virtual servers. Highway 1 may cease providing your service and retains the right to refuse refund on your service if you are found to have breached our Acceptable Usage Policy.

2.5 **Payment**

2.5.1 Payment for the Service is required in advance. You may choose to pay for the Service in monthly, quarterly or yearly.

2.5.2 Where you have chosen a plan with excess charges, this will be charged monthly in arrears. Where the value of the excess charges exceeds 100% the total value of your contract at anytime during a month, we will be able to invoice you for these excess charges immediately.

2.6 **Support and Service Levels**

2.6.1 Support information for the Utility Computing Service is detailed in the General Terms and Conditions.

2.7 **Target Service Level**

99.95%

2.8 **Call Response Target**

4hrs

2.9 **Restoration Target**

2.9.1 8hrs

2.10 **Service Level Rebates**

This service is eligible for service rebates where the Service is unavailable as per the General Terms and Conditions. The following rebates apply for this service:

2.10.1 Virtual Servers in the High Availability Farm

<b>Service Disruption</b>	<b>Service Rebate</b>
Less than 15 minutes per calendar month.	No Rebate Available
More than 15 minutes but less than 30 minutes during a calendar month.	10% of the Monthly Service Charge
More than 30 minutes but less than 60 minutes during a calendar month.	20% of the Monthly Service Charge
More than 60 minutes but less than 120 minutes during a calendar month.	30% of the Monthly Service Charge
More than 120 minutes but less than 240 minutes during a calendar month.	40% of the Monthly Service Charge
More than 240 minutes but less than 480 minutes during a calendar month.	50% of the Monthly Service Charge
More than 480 minutes but less than 960 minutes during a calendar month.	60% of the Monthly Service Charge
More than 1440 minutes in a calendar month	70% of the Monthly Service Charge

2.10.2 Virtual Servers in the Standard Farm

<b>Service Disruption</b>	<b>Service Rebate</b>
Less than 2 Hours per calendar month.	No Rebate Available
More than 2 hours but less than 6 hours during a calendar month.	10% of the Monthly Service Charge
More than 6 hours but less than 12 hours during a calendar month.	20% of the Monthly Service Charge
More than 12 hours but less than 18 hours during a calendar month.	30% of the Monthly Service Charge
More than 18 hours during a calendar month.	40% of the Monthly Service Charge

- 2.10.3 SLAs apply to the complete unavailability of the service. That is, no access through loss of power, host failure or internet connectivity.
- 2.10.4 Snapshots, power-up, power-down, backup, restoration of VM images is the responsibility of the Customer unless a services agreement has been formally established between the Customer and Highway 1.
- 2.11 **Contract Term**
  - 2.11.1 Virtual Server services have a minimum contract term of 12 months. At the completion of this term, your service will be automatically contracted on an ongoing monthly basis. The term of which is determined by you chosen billing frequency. Monthly, Quarterly, 6 monthly or Annually.
  - 2.11.2 If you decide to cancel or move your service within the contract term, you will be liable for an Early Termination Fee. The formula for determining this fee is detailed in the General Terms and Conditions