

Standard Form of Agreement

Services Description (Web Hosting)

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 forms 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 Web Hosting?

2.1.1 Web Hosting is the service by which a Highway 1 provides space on our equipment to deliver a website or web service.

2.2 Website Development and Maintenance

2.2.1 You are responsible for the development and maintenance of your website and you retain all intellectual property rights and copyright for information stored in your allocated website space.

2.2.2 If you elect to contract Highway 1 to develop and maintain your website, we will charge an hourly fee for this service. The intellectual property developed under this contracted arrangement is transferred to you on payment of our services.

2.3 Website Access

2.3.1 Your website space will be accessible from the internet and content contained therein. You must not use your account to store or transmit any anti-social, illegal, threatening, defamatory, offensive or pornographic material or purposes such as sending or receiving obscene, abusive, fraudulent, threatening or unnecessarily repetitive messages, that constitutes a criminal or civic offence under State and Commonwealth laws.

2.3.2 We, or a person approved by us, will require access to your website space from time to time in connection with the provision and maintenance of equipment or Services. If you do not own the website, you must obtain the owner's permission for access and warrant to us that you have such permission. You indemnify us, or any serviceman approved by us, against a claim by the owner of the website in relation to such access. If you do not provide access as we reasonably request, we may limit, suspend or cancel the Services.

2.4 Website Traffic

2.4.1 Each Service plan is allocated a monthly data traffic quota. Both inbound and outbound internet traffic count toward your quota.

2.4.2 Traffic within the Highway 1 network and peering partners is excluded from your monthly traffic quota.

2.5 Firewall and Logical Security

2.5.1 You will be responsible for ensuring all website code 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.

2.5.2 We will not be liable for any content, security breach, distribution of protected information or other malicious activity on your website.

2.6 Payment

- 2.6.1 Payment for the Service is required in advance. You may choose to pay for the Service monthly, quarterly or yearly.
- 2.6.2 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.

2.7 Target Service Level

99.95%

2.8 Call Response Target

1 Business Day

2.9 Restoration Target

2.9.1 1 Business Day

2.10 Service Level Rebates

2.10.1 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:

| Service Disruption | Service Rebate |
|--|-----------------------------------|
| 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 |

2.11 Contract Term

- 2.11.1 This Service has a minimum contract term of 12 months. At the completion of this term your service will be contracted on an ongoing monthly (or greater) basis.
- 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