

# **INTERGRID GROUP PTY LTD SERVICE LEVEL AGREEMENT**

## **1. Definitions**

- 1.1. “Aggregated Accessibility Level” refers to the total uptime of a Service, as measured by the Provider in accordance with Clause 2.2 of this Agreement, calculated as the percentage of a full thirty (30) day calendar month.
- 1.2. “Client Area” refers to the billing account supplied to the Customer upon registration, accessible at <https://intergrid.com.au/billing/>.
- 1.3. “Customer” refers to the person or entity purchasing a service from Intergrid Group Pty Ltd.
- 1.4. “Provider”, “Intergrid” and “Intergrid Group” refers to Intergrid Group Pty Ltd with ACN 613 707 690.
- 1.5. “Service” or “Services” refers to the products or services ordered from Intergrid including but not limited to web hosting, dedicated servers, cloud and virtual servers, managed services, colocation and IP transit.

## **2. Accessibility Service Level Agreement**

- 2.1. The Provider will maintain, subject to the exceptions of this Agreement, the availability of the Service to an Aggregated Accessibility Level of 100%.
- 2.2. To claim a remedy under this Agreement, the Customer must report any periods in which a Service is experiencing an outage (a ‘Suspected Degraded Period’) to the Provider within 24 hours of its occurrence.
- 2.3. Upon receipt of a SLA claim, the Provider will calculate the Aggregated Accessibility Level of the Service to determine if it falls below 100%. To do so, the Provider will:
  - a) verify the rate of ICMP packet loss to core routers in the Intergrid datacentre for the relevant Service, utilising various on and off network monitoring systems that are selected at the sole discretion of Intergrid;
  - b) calculate the total time throughout the calendar month during which ICMP packet loss exceeded fifty (50) percent from two or more monitoring systems (the ‘Verified Degraded Period’);
  - c) subtract the Verified Degraded Period from a full thirty (30) day calendar month, then divide by a full thirty (30) day calendar month to calculate a percentage value.
- 2.4. A Verified Degraded Period is not counted towards the Aggregated Accessibility Level if, at the sole discretion of the Provider, it is determined to be the result of a Customer’s actions, including but not limited to service changes or malicious activity.

## **3. Exceptions to the Service Legal Agreement**

- 3.1. A Degraded Period is not claimable under this Agreement if, at the sole discretion of the Provider, it is determined to be the result of:
  - a) actions by the Customer or a third party;
  - b) malicious activity targeting the Customer’s Service or the Provider’s network;
  - c) planned, unplanned or emergency maintenance by the Provider or its suppliers;  
or
  - d) legal proceedings or law enforcement requests.

- 3.2. If, at the sole discretion of the Provider, the Customer is found to have breached the Terms of Service or other agreements entered into with the Provider, the Provider surrenders any liability under this Agreement.
- 3.3. Products or Services sold with a varied service level agreement are excluded from this Agreement.

#### **4. Sole Remedies**

- 4.1. As the sole remedy under this Agreement, the Provider may issue an account credit to the value of ten (10) times the cumulative Verified Degraded Period(s) of a calendar month. For example, a one(1) hour Verified Degraded Period, assessed to be eligible under this SLA, would result in a remedy of ten (10) hours of service credit.
- 4.2. Credits under Clause 4.1 are capped to 100% of the monthly recurring cost of the Service paid by the Customer for that month.

#### **5. Changes and alterations**

- 5.1. The Provider may alter this Agreement at any time. Changes will be made available via the Provider's website. Changes made shall become effective immediately a revised document is published.

#### **6. Governing law**

- 6.1. The Customer agrees that this Agreement is governed by the exclusive jurisdiction of New South Wales, Australia.