Dedicated Server Sevice Level Agreement

This agreement describes service level commitments provided to you by Voyager Internet Limited.This SLA covers the following elements of the service:

- Network Availability
- Proactive Hardware Monitoring
- Hardware Guarantee & Replacement
- Power Availability
- Cooling & Environmental
- Datacentre Security
- Support Response Times

1. Network Availability

The company guarantees at least 99.99% network availability. Network availability is defined as the ability to pass incoming and outgoing TCP/IP traffic through the Company's network. Network availability does not include downtime caused by any factor(s) beyond the Company's control, including such factors as problems on domestic and international backbones or on the customer's portion of the network, denial of service or similar attacks directed at the Company servers or the Company's network.

Refer to Voyager's standard SLA for non-compliance penalties: Standard Service Level Agreement

2. Proactive Hardware Monitoring For Enterprise Servers

Voyager will proactively monitor the health of the server hardware by sending SNMP GET OID requests to the server's management interface.

The following hardware components of a server are monitored:

- CPUM
- Motherboard
- Memory
- Hard Drives
- Fans
- Temperature
- Power Supplies

Proactive hardware monitoring is provided 24 hours a day, 7 days a week, 365 days of the year.

In the event of failure the Voyager Network Operations Centre (NOC) will alert Voyager engineers who will assess the severity of the fault. If the fault is deemed to be service impacting, the customer will be notified immediately before any work is performed and will be provided with an estimated resolution time (ERT). Non-service impacting faults will be addressed by the engineer at the time of the fault.

Repair or replacement of hardware will be performed within 90 minutes as outlined below.

Proactive hardware monitoring is only available for enterprise dedicateed servers.

3. Hardware Guarantee & Replacement

Voyager will repair or remove and install reasonably comparable replacements if it determines, in its sole discretion, that the hardware is defective, at no cost to the customer. Hardware repair/replacement begins upon such determination and is guaranteed to be completed within 90 minutes.

The 90 minute repair/replacement time refers only to the time required to physically repair or replace the failed hardware component(s) and does not apply to any time spent: (a) addressing data, operating systems, or other software or systems corrupted or destroyed by hardware failures; or (b) communicating with the customer regarding permissions or instructions.

In the event that it takes us more than 90 minutes to repair/replace faulty hardware within the limits defined above, Voyager will credit the client 5% of the monthly fee per additional hour of down time (up to 100% of client's monthly fee).

Voyager is not responsible for the restoration of data to server. If hardware failure is experienced and subsequent data loss occurs, the customer is ultimately responsible for data restoration. Voyager shall not be liable for loss of data under any circumstances.

4. Power Availability

Voyager will provide both A and B power to the Customer's dedicated server, fed from independent power systems, where dedicated servers come equipped with dual power supplies. Voyager guarantees 100% power availability to the dedicated server from at least one of these systems at any time. A power failure is a loss of electrical power or a voltage fluctuation exceeding normal operational ranges in any part of the delivery system (mains power supply, on-site generator, UPS, power distribution units) which causes Customer's hardware to shut down. A period of power-related failure is measured from the time the Customer lodges a fault to the time the electrical supply is restored, and does not include any time required to remedy any issues resulting from the electrical failure.

Voyager will credit the client 5% of the monthly fee per hour of down time (up to 100% of client's monthly fee).

5. Cooling & Environmental

Voyager will provide environmental conditions suitable to run the Customer's dedicated servers 24 hours a day, 7 days a week, 365 days of the year.

These conditions include:

- Cold Aisle Rack Inlet Temperature: 18-22° C
- Hot Aisle Containment Area: < 40° C
- Datacentre Humidity: 30-60% RH

Both temperature and relative humidity values are averages from several measurements taken from environmental monitoring sensors. Voyager will monitor, but is not required to report to customers on environmental conditions in the Datacentre.

6. Physical Datacentre Security

Voyager will monitor the Datacentre facility 24 hours a day, 7 days a week, 365 days of the year. Only authorised Voyager engineering personnel will have access to the Datacentre. If contractors are required to carry out work in the Datacentre, Voyager will ensure these contractors are escorted at all times, either by an authorised Voyager employee or an Amourguard security guard.

7. Support Response Times

Voyager will respond to emergency server faults 24 hours a day, 7 days a week, 365 days of the year within 30 minutes of a call being lodged with our operator. During standard support hours (Monday-Friday 8:30AM - 5:00PM NZST), phone 0800 5000 24 and select 'support' when prompted. To lodge an after hours server fault, phone 0800 5000 24 and leave a message with the operator. The message should include full account name, your name, contact phone number, server id and a brief detailed message.

Emergency server faults include:

- Server Down / Hardware Failure
- Packet Loss
- Routing Issues

Emergency server faults cover hardware and networking issues only and do not cover operating system / software / applications or associated issues.

Voyager may reclassify any issues misclassified as falling into one of the emergency categories listed above, and such issues will not qualify for emergency treatment. All other support issues will be handled during Voyager's standard support hours (Monday-Friday 8:30AM - 5:00PM NZST).

8. Applying For A Refund

To receive a refund, send an email or written refund request to the Accounts Department. The Customer must provide an Account ID and all dates and times of server or network unavailability.

Refund requests must be received by the accounts department within thirty days of the end of the month for which you are requesting a refund

9. Restrictions

Customers shall not receive any refunds under this SLA in connection with any failure or deficiency of dedicated server availability caused by or associated with:

- circumstances beyond the Company's reasonable control, including but not limited to, acts of any government body, fire, flood, earthquake, strike or other labour disturbance, interruption of / or delay in transportation, unavailability of / or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts);
- Scheduled maintenance and emergency maintenance and upgrades;
- Customers acts or omissions (or acts or omissions of others engaged or authorised by the Customer), including without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc), any negligence, willful misconduct, or use of the Services in breach of the Company's Terms and Conditions and Acceptable Use Policy;
- DNS (Domain Name Server) Propagation;
- Outages elsewhere on the Internet that hinder access to the Customer's account. The Company is not responsible for browser or DNS caching that may make your server appear inaccessible when others can still access it.

If two or more consecutive server probes fail, server downtime will be registered as the number of minutes between the first and the last failed tests. Downtime of less than five minutes in duration is not recorded. The Company will calculate server uptime and refund eligibility amounts based on this type of server monitoring.

4.5.2 Penalty for non-compliance

Upon your written or email notice to the Company, if server availability for the full month is below the guaranteed level, the Company will issue a refund to You according to the schedule below.

- VPS Server Availability 99.00% - 99.50% - 10% of monthly fee credited
- VPS Server Availability 99.00% - 98.99% - 25% of monthly fee credited
- VPS Server Availability 96.49% - or below - 50% of monthly fee credited

4.5.3 VPS Maintenance Windows

Periodically the Company will perform maintenance on VPS servers. Scheduled maintenance windows will not be included in Server Availability calculations. Services may be unavailable at times during the maintenance window while servers are restarted.

A minimum of 48 hours notification of maintenance will be provided except where maintenance is considered to be critical.

Notification will be provided via the Service Status page: https://voyager.nz/support/service-status (RSS Available)

- Weekday:Thursday
- Time:12:00AM-4:00AM NZST
- Typical Outage:15 Minutes

4.6 Applying For A Refund

To receive a refund, send an email or written refund request to the Accounts Department. You must provide your Account ID and all dates and times of server or network unavailability.

Refund request must be received by the accounts department within thirty days of the end of the month for which you are requesting a refund

4.7 Maximum Total Penalty

The total refund to You for any account may not exceed 50% of the monthly fees charged to that account during the month for which the refund is to be issued.

4.8 Restrictions

Customer shall not receive any refunds under this SLA in connection with any failure or deficiency of website availability caused by or associated with:

1. Icircumstances beyond the Company's reasonable control, including, but not limited to, acts of any governmental body, fire, flood, earthquake, strike or other labour disturbance, interruption of / or delay in transportation, unavailability of / or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts);

2. scheduled maintenance and emergency maintenance and upgrades;

3. Your acts or omissions (or acts or omissions of others engaged or authorized by You), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc), any negligence, willful misconduct, or use of the Services in breach of the Company's Terms and Conditions and Acceptable Use Policy;

4. DNS (Domain Name Server) Propagation.

5. Outages elsewhere on the Internet that hinder access to your account. The Company is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it.

5. Storage Capacity / Data Transfer

Each account is allotted storage capacity and data transfer amounts on the Company servers according to the plan and options selected by You. This storage size and data transfer allotments can be increased by request for an additional fee. The servers may stop accepting, processing, or delivering data when the purchased limit is reached thus causing server unavailability or data loss. The Company shall not be held responsible for such unavailability or data losses.

6. Data Integrity

The Company employs sophisticated RAID techniques to ensure the integrity of the data on its servers; the data is written to two or more disks simultaneously to prevent data loss in the event of hardware failure. The Company performs routine server backups for disaster recovery purposes only. Server backup scope and scheduling is at the Company's sole discretion.

7. Data Retention

The company shall not be responsible for retaining any your data after account termination. All data is deleted from the servers after the account is terminated and from back-ups during scheduled back-up rotation. The company shall not restore, provide on any storage media or send out any data pertaining to existing or terminated accounts unless agreed to by the company.

8. Customer Responsibilities

To access Voyager Internet Limited's services You must provide at the very minimum:

- An Internet connection with sufficient bandwidth and quality to allow trouble-free browsing and data uploading and downloading; a fully functional Internet browser
- Tools to develop and publish content as You find suitable and necessary
- tools to access database servers if such services are purchased by you.