

WWWeb.com.au

Service Level Agreement (SLA)

Last Updated: 03/12/08

By submitting the online order form below, or by using WWWeb.com.au's service, Customer hereby agrees to the following Service Level Agreement (SLA). Customer agrees that it shall comply with, and require its clients to comply with, this SLA.

Unless otherwise specified in this SLA, the usage of "us", "we", "our", and "ours" shall refer to WWWeb.com.au, a Texas corporation, and all its parents, subsidiaries, successors, and assigns. The usage of "Customer," "you", "your", "they", and "them" shall refer to the Customer of WWWeb.com.au.

Moreover, in this SLA, "WWWeb.com.au" shall refer to WWWeb.com.au, and all its parents, subsidiaries, successors, and assigns.

1. Definitions.

1.1. "Network Uptime" is the total time in a calendar month that the WWWeb.com.au network is available through the Internet, provided that Customer has established connectivity.

WWWeb.com.au takes responsibility for network availability within its network and for network outages from its bandwidth and connectivity provider, except when such network outages are excluded by Section 3.6 of this SLA; however, WWWeb.com.au shall not be liable for any upstream problems outside of its network. WWWeb.com.au's guarantee is that its network will be available to Customer free of Network Outages 99.9% of each calendar month.

1.2. "Network Outages" or "Unscheduled Downtime" is any unplanned or unscheduled interruption in service availability during which Customer is unable to access the services as described in the section titled "Network Uptime" above.

1.3.A "Network Outage" is defined as a period in which 100% packet loss to WWWeb.com.au's network is experienced, which is determined to have been caused by a problem in WWWeb.com.au's Network as confirmed by WWWeb.com.au. Downtime and outages are measured as the total length of time of the unplanned interruption in service availability in a calendar month.

1.4. "Scheduled Downtime" is any WWWeb.com.au scheduled interruption of Services, for the purpose of network upgrades, or replacement of any equipment in order to provide for you better service. Scheduled downtime occurs during notified downtime periods, with as much advance warning as possible.

2. "SLA Network Violation Credit" occurs when WWWeb.com.au's network uptime guarantee is not met. As stated in paragraph 1.1 above, WWWeb.com.au guarantees 99.9% uptime for all hosting plans.

Network downtime is measured from the time the network is 100% unreachable, until service is once again restored. In order to request a credit, you must e-mail us at: billing@WWWeb.com.au within seven (7) days after the last day of the calendar month in which the downtime occurred. (For example, if the downtime occurs during the month of December, WWWeb.com.au must receive your e-mail between January 1 and January 7. E-mail notifications that are not sent within the first seven (7) days of the month immediately following the downtime will not be eligible for

credits.

The amount of the credits are determined by the following table, based on the amount of Network Uptime the WWWeb.com.au network has provided for the month in which a credit is requested.

Network Uptime for the Month	Percentage of Monthly Credit Upon Proper Request
99.9 - 100%	0% credit
99.7 - 99.8%	10% credit = 3 days
99.5 - 99.6%	25% credit = 8 days
99.3 - 99.4%	50% credit = 15 days
99.0 - 99.2%	75% credit = 23 days
98.9% and below	100% credit = 1 month

WWWeb.com.au will review claims of SLA violations during normal business hours of the first through seventh day of the month, and will apply any applicable credit to Customer's account within one billing cycles after WWWeb.com.au receives Customer's credit request.

3. Performance Credit Exclusions.

Notwithstanding any contrary provision in this SLA, WWWeb.com.au shall not be liable to reimburse in any form for failure to meet any of the guaranteed service level where such failure arises from any one or more of the following:

3.1. Scheduled downtime, maintenance, or upgrades, including without limitations the following:

Maintenance by local public telecommunications and telegraph service providers on access circuits between WWWeb.com.au and the clients' Web sites;

Software maintenance made globally on WWWeb.com.au's network.

3.2. Emergency maintenance or upgrades, where such maintenance or upgrades are required by the occurrence of any events outside of WWWeb.com.au's control;

3.3. Failure of access circuits to the WWWeb.com.au Network, unless such failure is caused solely by WWWeb.com.au;

3.4. Erroneous SLA outages reported as a result of outages or errors of any WWWeb.com.au measurement system;

3.5. Problems outside of WWWeb.com.au's network (upstream providers, or client's inbound connection) not effecting 100% packet loss to our network, and interruptions or failures of individual service caused by Customer, Customer's agents or employees, Customer's clients, or other third parties, to Customer's service. These interruptions and failures include, but are not limited to, the following:

- inaccurate configuration,

- third-party software,
- Customer's abuse or over-utilization of resources,
- acts or omissions of any person for whom WWWWeb.com.au is not responsible, or
- any causes whether similar or otherwise outside WWWWeb.com.au's control;

3.6. Circumstances beyond WWWWeb.com.au's reasonable control and force major events including but not limited to the following:

catastrophic incidents, vandalism, lightning, power failure, fire, flood, earthquake, acts of nature, emergency, acts of any governmental body, war, insurrection, sabotage, armed conflict, terrorism, embargo, riots, curfew, strike or other labor disturbance, industrial disputes, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services, virus attacks, worms, Trojans, spyware, adware or other malware, failure of third-party software (including, without limitation, e-commerce software, payment gateways, chat, statistics, or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;

3.7. Services or communications protocols other than hypertext transfer protocol (HTTP).

3.8. DNS (Domain Name System) issues outside the direct control of WWWWeb.com.au;

3.9. DNS propagation;

3.10. Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding, e.g. CGI, PERL, HTML, PHP, etc., any negligence, willful misconduct, or use of WWWWeb.com.au's service in breach of WWWWeb.com.au's Terms of Service, Acceptable Use Policy, or No-Spam Policy;

3.11. Faults caused by the client's equipment, applications, interconnected equipment, networks, systems or gateways and / or the acts or omissions of the Customer, third-party components whether within or outside WWWWeb.com.au's network or the acts or omissions of local exchange carriers or failure of third party services;

3.12. Outages elsewhere on the Internet that hinder access to your account or services. WWWWeb.com.au is not responsible for browser or DNS caching that may make your Web site appear inaccessible when others can still access it. WWWWeb.com.au will guarantee only those areas considered under the control of WWWWeb.com.au; or

3.13. Disconnection and / or reconnection of the services due to non-payment of any charges payable to WWWWeb.com.au or where the services are disconnected by reason of it being used for any illegal, unlawful, or other objectionable purpose described in the TOS, AUP, or No-Spam Policy.

3.14 Customer moving from the server where downtime occurred to another WWWWeb.com.au server in the same calendar month.

4. Nature of Credits; Sole Remedy.

4.1. Notwithstanding anything to the contrary in this SLA, the total amount credited to the Customer in a particular month under this SLA shall not exceed the total hosting fee paid by the Customer for such month for the affected service.

4.2. Credits are exclusive of any applicable taxes charged to the Customer or collected by

WWWWeb.com.au and are the Customer's sole and exclusive remedy with respect to any failure or deficiency in service or in the availability of the Customer's Web sites.

5. General Terms.

5.1. You and WWWWeb.com.au agree that only measurements carried out by WWWWeb.com.au's personnel shall be used for the calculation of unavailable time and WWWWeb.com.au's records shall be conclusive evidence of that unavailable time. The client's sole remedy in relation to a breach of this SLA shall be limited to the service credits provided accordingly in this SLA.

5.2. This SLA shall not apply during any trial or free period of the services, and this SLA does not come into effect until after the end of the first month of the applicable services has been provided. The SLA shall apply during the normal initial period during which the Customer is available for WWWWeb.com.au's 28-day money-back guarantee, as provided in the TOS, as amended from time to time; provided, however, that Customer's right to a 28-day money-back guarantee shall expire, according to its terms, if the Customer continues service beyond the first thirty (28) days.

5.3. This SLA does not relieve the Customer from the obligation to pay the Customer's balance in full when it is due. SLA credits are always applied within one billing cycles after the month in which the downtime eligible for SLA credit occurs.

5.4. This SLA is subject to WWWWeb.com.au's Terms of Service (TOS), as it may be modified from time to time. In the event of any conflict between any term or condition of this SLA and the TOS, the TOS shall govern and the conflicting portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties to this SLA, and the remainder of the SLA's provisions shall remain in full force and effect.