



M2 Commander Pty Ltd ABN 85 136 950 082

Commander Service Level Agreement (SLA)

Data Centres
Virtual Private Servers
Managed Services
Cloud Services

The Service is subject to the following Service Level Agreement as is effective as of the first day of billed services after initial installation of Services.

VERSION:	10.0			
STATUS:	<input type="checkbox"/> Draft	<input type="checkbox"/> For Review	<input checked="" type="checkbox"/> Released	<input type="checkbox"/> For Update
CLASSIFICATION:	<input checked="" type="checkbox"/> General		<input type="checkbox"/> Confidential	
DISTRIBUTION:	Business Division			
	Information Technology			

1. Definitions

The term	means
Business Day	0900 to 1730 Monday to Friday excluding gazetted local and national public holidays
Cloud Server (or VPS)	a virtualised server hosted within the Commander Data Centre, on infrastructure owned and maintained by Commander.
Commander	M2 Commander Pty Ltd ABN 85 136 950 082 of Level 10, 452 Flinders Street Melbourne 3000
Hosted Email	online POP3, IMAP, or Exchange mailboxes hosted on either physical or virtual infrastructure that supports more than one customer, on a shared, fair-use basis, provided by the Commander Data Centre, on infrastructure owned and maintained by Commander.
Hosted Web Site	physical and virtual infrastructure that supports more than one customer, on a shared, fair-use basis, provided the by Commander Data Centre, on infrastructure owned and maintained by Commander.
Maintenance (Normal)	Normal Maintenance shall refer to: (i) upgrades of hardware or software; or (ii) upgrades to increase capacity.
Maintenance (Urgent)	Urgent Maintenance shall refer to efforts by Commander to correct conditions which are likely to cause a material service outage and which require immediate correction.
Network Unavailability	the number of minutes in which Internet connectivity was not available to the hosted systems, and is measured based on the total outage time of the affected services.
Overall Unavailability	the number of minutes that a VPS or Cloud Server was concurrently not available to either a "ping" or equivalent ICMP packet transfer.
Power Unavailability	the number of minutes that AC power was concurrently not available to both of the redundant AC power outlets servicing the customer's equipment.
Service Credit Exception	Service credits will not be available in cases where the failure to meet the defined SLG is a result of; <ul style="list-style-type: none"> a) Customer's failure to provide valid and accurate contact or other information; b) the negligent, unlawful or defaulting act or omission of Customer, its employees, contractors or agents or its end users; c) installation of Customer ordered or approved equipment, software modifications, updates or changes, or the failure or malfunction of equipment, applications or systems not owned or controlled by Commander; d) disruptions in the operation of the Internet; e) Customer is no longer under a valid or active contract with Commander; f) Customer's contract with Commander has expired and has not been renewed; g) acts or omissions of third parties engaged in disruptions of the Internet, the networks operated by Commander's third party providers, Customer's Web Site and/or Customer's operations.
SLA	Service Level Agreement, this document.
SLG	Service Level Guarantee
VPS	a Virtual Private Server, a product name of Commander.

2. Maintenance

- a) Normal Maintenance while being conducted may degrade the quality of the Service provided which may include an outage of the Service; provided, however, that an outage related to Normal Maintenance shall not be deemed to be Network Downtime.
- b) Normal Maintenance shall be undertaken by Commander only between the hours of 1:00 AM and 7:00 AM Local Time. For purposes of this SLA, "Local Time" shall refer to the local time in the time zone in which an Affected Service is located; provided.
- c) Commander shall provide two (2) days prior notice of Normal Maintenance.
- d) Urgent Maintenance, while being conducted, may degrade the quality of the Services provided to an Affected Service that may include an outage of the Services.
- e) An outage related to Urgent Maintenance shall be deemed an outage for purposes of calculating Network Downtime and Actual Network Availability.
- f) Commander may undertake Urgent Maintenance at any time Commander deems necessary.
- g) Commander shall provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

3. SLA Calculation

Throughout this document, the Service Level Guarantee (SLG) is expressed as a percentage of time. This is the percentage of time Commander guarantees a Service/s will be available during a given month. The amount of minutes of downtime available in a month with 30 days is shown below as an example.

SLA Availability	Minutes in Month (30 Days)	Minutes Downtime per Month
99.00%	43200	432.00
99.50%	43200	216.00
99.90%	43200	43.20
99.99%	43200	4.32

4. Service Credit Exceptions

Service credits will not be available in cases where the failure to meet the defined SLG is a result of;

- a) Customer's failure to provide valid and accurate contact or other information;
- b) the negligent or defaulting act or omission of Customer, its employees, contractors or agents or its end users;
- c) installation of Customer ordered or approved equipment, software modifications, updates or changes, or the failure or malfunction of equipment, applications or systems not owned or controlled by Commander;
- d) disruptions in the operation of the Internet;
- e) Customer is no longer under a valid or active contract with Commander;
- f) Customer's contract with Commander has expired and has not been renewed;
- g) acts or omissions of third parties engaged in disruptions of the Internet, the networks operated by Commander's third party providers, Customer's Web Site and/or Customer's operations.

Service Level Guarantees (SLGs)

5. Network Availability Guarantee

For Internet Service, Commander's guarantee is to maintain Internet connectivity to the hosted equipment at 99.99% in line with the following objectives;

Eligibility	This component of the SLA is only applicable to customers whom utilize dual Ethernet feeds from Commander for connectivity to the Commander IP network. All components of the IP Network (e.g. Switches, Routers, Circuits, Firewall) between the customer's hosted equipment and the Commander Internet Border routers in Melbourne servicing the Data Centre are included in the determination of Network Availability. This component does not include third party cross connects or third party services.
Measurement and Remedies	<ol style="list-style-type: none"> 1. Commander will calculate Customer's Network Unavailability on a calendar month basis. 2. Network Unavailability measurement will be based on a ping test from a test node located in the Data Centre on the equivalent of the customers LAN segment to the Commander Internet Border routers in Melbourne. 3. The test will be sent at five minute intervals and will traverse the same switch fabric as the customers traffic. 4. Tests are made using "ICMP Echo_Requests" to each of the Commander border routers – these tests are generated on average every five minutes. The test uses a sequence of 10 packets. Each packet is a 56 byte ICMP ECHO_REQUEST. If > 20% of a packet sequence fails concurrently to each of the redundant border routers in successive five minute intervals then unavailable time will be recorded for the interval. Packet loss as a service level is treated separately to unavailability. 5. Network Unavailability will not include periods during which routine or scheduled service maintenance, alteration, or implementation is being performed, or any unavailability or inability to transmit resulting from: <ol style="list-style-type: none"> a) the negligent act or omission of Customer, its employees, contractors or agents or its end users; b) installation of Customer ordered or approved equipment, software modifications, updates or changes, or the failure or malfunction of equipment, applications or systems not owned or controlled by Commander; c) disruptions in the operation of the Internet outside of Commander's control; and/or d) acts or omissions of third parties engaged in disruptions of the Internet, networks operated by Commander's third party providers, Customer Web Site or Customer operations.
Service Credits	If Commander fails to meet any Network Availability Guarantee in any calendar month, the Customer's account shall be credited with 1 day of the fees for that month for the fixed services component of their invoice for every day on which the SLG was not met.

6. Network Latency Guarantees

For Internet Service, Commander’s guarantee is to maintain latency for the hosted equipment in line with the following objectives;

Eligibility	This component of the SLA is only applicable to customers whom utilize dual Ethernet feeds from Commander for connectivity to the Commander IP network. This component does not include third party cross connects or third party services.
Measurement	<p>Round Trip Time - Guarantee Local</p> <ol style="list-style-type: none"> 1. 98% of all test packets will have a round trip time of less than 50 ms to the Commander Internet Border Routers. 2. These tests will be conducted from a test node located in the Data Centre on the equivalent of the customers LAN segment. 3. Tests are made using “ICMP Echo_Requests” – these tests are generated on average every five minutes. The test uses a sequence of 10 packets. Each packet is a 56 byte “ICMP ECHO_REQUEST”. The average PING time for the 10 packets is recorded as the measured value in the test interval. <p>Round Trip Time - Guarantee Domestic</p> <ol style="list-style-type: none"> 1. 95% of all test packets will have a round trip time of less than 300ms to a Commander test point in Australia. 2. These tests will be conducted from a test node located in the Data Centre on the equivalent of the customers LAN segment. 3. Tests are made using “ICMP Echo_Requests” – these tests are generated on average every five minutes. The test uses a sequence of 10 packets. Each packet is a 56 byte “ICMP ECHO_REQUEST”. The average PING time for the 10 packets is recorded as the measure value in the test interval.
Service Credits	If Commander fails to meet any Network Latency Guarantee in any calendar month, the Customer’s account shall be credited with 1 day of the fees for that month for the fixed services component of their invoice for every day on which the SLG was not met.

7. Network Packet Delivery Guarantee

For Internet Service, Commander's guarantee is to maintain packet loss for the hosted equipment in line with the following objectives:

Eligibility	This component of the SLA is only applicable to customers whom utilize dual Ethernet feeds from Commander for connectivity to the Commander IP network. This component does not include third party cross connects or third party services.
Measurement	<ol style="list-style-type: none"> 1. 98% of all test sequences will have a packet loss of less than 5% to the Commander Internet Border Routers. 2. These tests will be conducted from a test node located in the Data Centre on the equivalent of the customers LAN segment. 3. Tests are made using "ICMP Echo_Requests" – these tests are generated on average every five minutes. The test uses a sequence of 10 packets. Each packet is a 56 byte "ICMP ECHO_REQUEST". The average packet loss for the 10 packets is recorded as the measured value in the test interval. 4. Network Packet delivery measurements will not include periods during which routine or scheduled service maintenance, alteration, or implementation is being performed, or any unavailability or inability to transmit resulting from : <ol style="list-style-type: none"> a) the negligent, defaulting or unlawful act or omission of Customer, its employees, contractors or agents or its end users; b) installation of Customer ordered or approved equipment, software modifications, updates or changes, or the failure or malfunction of equipment, applications or systems not owned or controlled by Commander; c) disruptions in the operation of the Internet outside of Commander's control; and/or d) acts or omissions of third parties engaged in disruptions of the Internet, networks operated by Commander's third party providers, Customer Web Site or Customer operations.
Service Credits	If Commander fails to meet any Network Packet Delivery Guarantee in any calendar month, the Customer's account shall be credited with 1 day of the fees for that month for the fixed services component of their invoice for every day on which the SLG was not met.

8. Power Availability Guarantee

Commander's guarantee is to maintain power availability 99.99% measured monthly in line with the following objectives:

Eligibility	<ol style="list-style-type: none"> 1. This component of the SLA is only applicable to customers who meet the following criteria: <ol style="list-style-type: none"> a) All hosted servers and infrastructure support redundant power supplies (2 or more power supplies); b) Redundant power supplies are correctly configured to utilize A and B power feeds provided by Commander to the customer rack. (ie <i>Power Supply #1 to Feed A, Power Supply #2 to Feed B</i>); c) All dependant infrastructure (3rd party cross connects, 3rd party terminations, etc.) utilize both A and B feeds similarly; and d) The total power usage on Feed A + Feed B must not exceed the capacity available on Feed A. 2. This component of the SLA is not applicable if customer equipment causes a rack or supply circuit breaker to activate, due to fault or overloading.
Measurement	<ol style="list-style-type: none"> 1. Commander will calculate Customer's Power Unavailability on a calendar month basis. 2. Power delivery measurements will not include periods of unavailability resulting from: <ol style="list-style-type: none"> a) the negligent, defaulting or unlawful act or omission of Customer, its employees, contractors or agents or its end users; or b) installation of Customer ordered or approved equipment, software modifications, updates or changes, or the failure or malfunction of equipment, applications or systems not owned or controlled by Commander.
Service Credits	<p>If Commander fails to meet any Power Availability Guarantee in any calendar month, the Customer's account shall be credited with 1 day of the fees for that month for the fixed services component of their invoice for every day on which the SLG was not met.</p>

9. VPS & Cloud Servers Availability Guarantee

Commander's guarantee is to maintain overall availability 99.99% measured monthly in line with the following objectives;

Eligibility	<ol style="list-style-type: none"> 1. This component of the SLA is only applicable to customers who meet the following criteria: <ol style="list-style-type: none"> a) All servers utilise the Commander SPLA software licensing model, or the "Server and Infrastructure Management" or "Network and Infrastructure Monitoring" Managed Services option; and b) Excludes any servers that are hosted based on disk images provided by the customer or representative of the customer. 2. This component of the SLA excludes the following items and aspects of VPS or Cloud Servers: <ol style="list-style-type: none"> a) All externally connected infrastructure (3rd party cross connects, 3rd party terminations, etc.) that do not utilize redundant services. b) All customer-provided hardware, including storage devices, servers and networking infrastructure.
Measurement	<ol style="list-style-type: none"> 1. Commander will calculate Customer's Overall Unavailability on a calendar month basis. 2. Overall availability delivery measurements will not include periods of unavailability resulting from; <ol style="list-style-type: none"> a) the negligent, defaulting or unlawful act or omission of Customer, its employees, contractors or agents or its end users; or b) installation of Customer ordered or approved equipment, software modifications, updates or changes, or the failure or malfunction of equipment, applications or systems not owned or controlled by Commander.
Service Credits	<p>If Commander fails to meet any Overall Availability Guarantee in any calendar month, the Customer's account shall be credited with 1 day of the fees for that month for the fixed services component of their invoice for every day on which the SLG was not met.</p>

10. Hosted Web Sites and Hosted Email Availability Guarantee

Commander's guarantee is to maintain overall availability 99.99% monthly in line with the following objectives:

Eligibility	<p>1. This component of the Hosted Web Site SLA excludes the following items, and is rendered ineligible by the discovery or usage of these items:</p> <ul style="list-style-type: none"> a) The installation of any 3rd party software components, plug-ins or widgets on Hosted Web Site platforms; b) Uploading of illegal files, media or content; or c) Uploading or storage of any viruses or malware either as individual files or contained within other files.
Measurement	<p>1. Commander will calculate Customer's Overall Unavailability on a calendar month basis.</p> <p>2. Overall availability delivery measurements will not include periods of unavailability resulting from;</p> <ul style="list-style-type: none"> a) the negligent, defaulting or unlawful act or omission of Customer, its employees, contractors or agents or its end users; or b) installation of Customer ordered or approved equipment, software modifications, updates or changes, or the failure or malfunction of equipment, applications or systems not owned or controlled by Commander.
Service Credits	<p>If Commander fails to meet any Overall Availability Guarantee in any calendar month, Customer account shall be credited with 1 day of the fees for that month for the fixed services component of their invoice for every day on which the SLG was not met.</p>

11. Server Install Guarantee

Commander's Server Install Guarantee is to have installation of Customer Server/s completed, in line with the below objectives, within:

- a) 5-10 business days for Co-Located Servers up to and including deployments of a maximum of 2 full racks;
- b) Larger rack deployments and web site deployments will be considered on a case by case basis;

Eligibility	<ol style="list-style-type: none"> 1. This component of the SLA is only applicable to customer servers that meet the eligibility requirements of Section 8 – Power Availability, and installations where Commander is performing the works on a contracted time & materials basis. 2. Installations provided as a good will gesture or other non-financial arrangements are not eligible for this component of the SLA. 3. These guarantees do not apply to Managed Dedicated Hosting Solutions
Measurement	<ol style="list-style-type: none"> 1. The service is installed when Commander has made available the contracted rack space, the front end Internet access service and system power. 2. These dates shall be counted from the date Commander has received all of the following from Customer: <ul style="list-style-type: none"> a) signed Service Agreement; b) completed Customer Information Form; c) Completed Configuration Form; and d) (if requested by Commander) completed credit application. 3. These dates do not include the time taken by external parties to process applications deemed beyond the control of Commander including but not limited to; <ul style="list-style-type: none"> a) IP Address Subnets; b) BGP advertisement; c) domain names; and d) domain name services.
Service Credits	<p>If Commander fails to meet any Server Install Guarantee in any calendar month, the Customer's account shall be credited with 1 day of the fees for that month for the fixed services component of their invoice for every day on which the SLG was not met.</p>

12. Hardware Replacement Guarantee (Dedicated Managed and Leased Servers Only)

Commander's guarantee is to replace faulty hardware components in any customer server system within 24 hours of the fault being notified to the Network Operations Centre in line with the following objectives:

Eligibility	<ol style="list-style-type: none"> 1. This component of the SLA is only applicable to customer servers that meet the eligibility requirements of Section 8 – Power Availability. 2. Servers are excluded from this component of the SLA under the following circumstances: <ol style="list-style-type: none"> a) Server warranties or support agreements have expired; b) Server has passed the manufacturer's nominated End of Life date; c) Customer or third party has made hardware changes to the server without the permission of Commander; d) Customer's agreement or contract term has expired and has not been renewed; 3. Consumables that may have been provided with dedicated hardware, such as CD/DVD media, backup tapes or external storage devices are not covered by this SLA component.
Measurement	Replace faulty hardware components in any customer server system within 24 hours of the fault being notified to the Network Operations Centre
Service Credits	If Commander fails to meet any Hardware Replacement Guarantee in any calendar month, the Customer's account shall be credited with 1 day of the fees for that month for the fixed services component of their invoice for every day on which the SLG was not met.

13. Software Support Guarantee (Managed Servers Only)

13.1 Operating System and Base Software Application Upgrades / Patches

Commander's guarantee is to apply Vendor supplied Operating System Patches and Base Application Software Patches/Upgrades within 2 working days of being notified by the Vendor that they are available.

13.2 Operating System and Base Software Application faults

Commander's guarantee is to provide a reasonable commercial effort to correct any Operating System or Base Application Software faults.

Eligibility	This component of the SLA is only applicable to servers that are maintained by a Managed Services agreement on behalf of Commander for the customer.
Measurement	Reasonable commercial effort to correct any Operating System or Base Application Software faults.
Service Credits	If Commander fails to meet any Software Support SLG in any calendar month, the Customer's account shall be credited with 1 day of the fees for that month for the fixed services component of their invoice for every day on which the SLG was not met.