



**CUSTOMER DETAILS**

Business name: \_\_\_\_\_  
Business contact: \_\_\_\_\_  
Email address: \_\_\_\_\_

**SERVICE DETAILS**

Location: \_\_\_\_\_  
  
Service provided: \_\_\_\_\_  
\_\_\_\_\_  
  
Data included: \_\_\_\_\_ GB per month

**FEES**

Setup cost: \_\_\_\_\_  
Monthly cost: \_\_\_\_\_

**LOYALTY PERIOD** \_\_\_\_\_

**SERVICE LEVEL AGREEMENT**

- 99.9% network availability
- 99.9% power availability
- 99.9% cooling & environmental control availability
- 99.9% SAN storage availability (if applicable)



## **SERVICES**

Neural Networks Data Services Pty Ltd (the PROVIDER) is engaged in the business of providing data services through telecommunication facilities to customers. CUSTOMER wishes to enter into an agreement with the PROVIDER for the purpose of installing CUSTOMER's equipment into the facilities, and/or making use of the PROVIDER's data services and equipment in the facilities.

CUSTOMER shall not directly interconnect its equipment to any other carrier's or CUSTOMER's equipment at the facility without the express written or email consent of the PROVIDER, which consent shall not be unreasonably withheld. The CUSTOMER understands that fees may apply.

Unless otherwise specified in the service details, the PROVIDER allocates ONE amp of power at 240 volts for each server specified in the service details. All quotations assume power consumption of ONE amp of power. A surcharge may apply if the server uses more than ONE amp.

## **GRANT OF LICENSE**

Pursuant to the terms of this agreement and the included service details, the PROVIDER grants the CUSTOMER a nonexclusive license to install or have installed and remotely operate equipment in telecommunications facilities leased by the PROVIDER. The PROVIDER hereby reserves all rights not specifically granted to the CUSTOMER.

## **LIABILITY**

The liability of the PROVIDER for damages arising out of the furnishing of Service, including but not limited to mistakes, omissions, interruptions, delays, tortuous conduct or errors, or other defects, representations, use of Service or arising out of the failure to furnish Service, whether caused by acts of commission or omission, shall be limited to the extension of credit allowances due under any Service Level Agreement. The extension of such credit allowances or refunds shall be the sole remedy of CUSTOMER and the sole liability of the PROVIDER. Neither party shall be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including but not limited to damages for lost profits or lost revenues), whether or not caused by the acts or omissions or negligence of its employees or agents, and regardless of whether such party has been informed of the possibility or likelihood of such damages.

## **SERVICE LEVEL AGREEMENT**

The PROVIDER will maintain a minimum level of service to the CUSTOMER's equipment, as specified in the service details provided with the agreement, not including scheduled maintenance. The CUSTOMER will be notified of scheduled maintenance via email, at least 72 hours in advance. The PROVIDER will make every effort to minimise scheduled maintenance, and it will be performed outside of business hours if possible.

If the PROVIDER fails to meet the SLA target, the provider will credit the customer with 1 day of service credit for each half-hour of downtime outside of the downtime allowed under the SLA, up to a maximum of 15 days per month.

## **DEFAULTS**

CUSTOMER is considered to have defaulted if any charge remains unpaid five days after written notice to the CUSTOMER that the charge is overdue. In the event of a CUSTOMER default, the PROVIDER reserves the right to terminate this agreement and remove all CUSTOMER equipment from the facility, and store this equipment at the expense of the CUSTOMER. The CUSTOMER is liable for any termination fees applicable under the agreement. If the CUSTOMER fails to make payment in full within 180 days, the PROVIDER reserves the right to sell CUSTOMER equipment to recover costs. The CUSTOMER is still liable for any

costs not recovered by sale of CUSTOMER's equipment.

## **INSURANCE**

It is the sole responsibility of the CUSTOMER to obtain and maintain insurance policies as required by the CUSTOMER's business. The PROVIDER requires the CUSTOMER to obtain all insurance policies required by law (including, but not limited to, worker's compensation) and strongly recommends that the CUSTOMER obtain insurance policies for public liability and property damage.

For the CUSTOMER to gain entry to the facility for any reason, the PROVIDER requires the CUSTOMER to have suitable insurance policies covering public liability. The CUSTOMER hereby waives any responsibility or liability of the PROVIDER in the event of any injury to the CUSTOMER, or CUSTOMER's employees, directors, or contractors.

It is the responsibility of the CUSTOMER to maintain updated backups of all CUSTOMER's data stored on any CUSTOMER equipment, as well as CUSTOMER's data stored on PROVIDER-owned equipment.

## **SECURITY**

It is the sole responsibility of the CUSTOMER to maintain a reasonable standard of security on all equipment controlled by the CUSTOMER. This includes both the CUSTOMER's equipment and equipment controlled by the PROVIDER for which the CUSTOMER has been granted control, as specified in the service details.

A reasonable standard of security means that the CUSTOMER

- Will not reveal passwords to remotely access the equipment to anyone outside of customer's trusted employees and contractors. If the customer has any reason to believe that the security of a password may have been breached (for example, an employee leaves the organisation) the CUSTOMER is required to remotely change the password on the equipment within 24 hours. If the CUSTOMER can not access the equipment to change the password for any reason, the provider should be notified immediately.
- Will only install software from trusted sources on the equipment
- Will keep operating system and application software installed on the equipment up to date. If the service is MANAGED, the PROVIDER will keep operating system software up to date.

If a breach in security of the CUSTOMER's equipment results in malicious network activity originating from CUSTOMER's equipment, the PROVIDER reserves the right to immediately and without prior notification to the CUSTOMER, disconnect the CUSTOMER's service. It is then the responsibility of the CUSTOMER to repair the equipment, at the CUSTOMER's expense. This includes, but is not limited to, the expense to the CUSTOMER of remote hands fees paid to the PROVIDER to allow the CUSTOMER to access equipment, or for the PROVIDER to reinstall operating system software onto CUSTOMER's equipment on CUSTOMER's behalf.

## **DEDICATED SERVERS**

For dedicated server services, the PROVIDER maintains all rights and title to equipment that is in use by the CUSTOMER. In the event of hardware failure, the PROVIDER will either

a) repair the server

or

b) replace the server with an equivalent or better model

at the PROVIDER's discretion. The PROVIDER's policy is to attempt to either have the server repaired, or the replacement server installed, within 24 hours. However due to various factors such as parts availability, this is not always possible. In the event that the PROVIDER cannot repair or replace the server within 24 hours, the PROVIDER will provide a hosted virtual machine service to the CUSTOMER on a temporary basis until the server has been repaired or replaced.



For servers with RAID disks, the CUSTOMER should notify the PROVIDER in the event of the failure of a disk so that the PROVIDER can replace the disk before data is lost.

## **SAN STORAGE**

Should the PROVIDER supply the CUSTOMER with any fibre channel, or iSCSI (internet SCSI) storage area network services, a service level agreement may be applicable to storage availability and data rate. Any service level agreement provided by PROVIDER is subject to any technical limitation implied by requirements set by the CUSTOMER. Service level agreements relating to data rate are applicable only to the storage area network's connectivity between the server and hard disks.

## **BACKUPS**

It is the responsibility of the CUSTOMER to ensure all data on any collocated or dedicated servers is backed up. The PROVIDER takes no responsibility for any data loss, or damages incurred due to loss of data. This is not applicable if the CUSTOMER purchases an additional service for backup, or if backup services are provided with the service, as per the first page of this contract. Backup of SAN storage services, virtual machine hard drives and managed services are the responsibility of the PROVIDER and will be conducted as per the terms applicable to the service. Should the service be terminated, the final backup of any service for which backup services are provided, will be kept by the PROVIDER for no more than 28 days from the date of contact termination.

## **TRANSIT ALLOCATION**

If a service has an allocated transit limit and the CUSTOMER exceeds this limit, the PROVIDER may charge \$2.00 for each gigabyte or part thereof by which the CUSTOMER exceeds their allocation. If the PROVIDER and the CUSTOMER have agreed at a different rate for excess transit in writing, that rate will take precedence over the one specified here.

## **TERMINATION**

If the customer wishes to terminate the services provided under this agreement, the customer must provide 14 days notice. Upon termination, the CUSTOMER must arrange for return of CUSTOMER's equipment. The CUSTOMER can choose to pick up the equipment from the office of the PROVIDER, at a date and time arranged at least 2 days in advance. The CUSTOMER can also choose to have equipment shipped to an address within Australia as elected by the CUSTOMER, at the CUSTOMER's expense. If the CUSTOMER fails to organise for collection of equipment within 28 days, the PROVIDER reserves the right to charge reasonable storage fees.

If, as specified in the service details, the customer has chosen to commit to a loyalty period, a termination fee will apply. The cost of this termination fee will be the lesser of either

- a) the remainder of the cost of the customer's services that would have been paid by the customer until the expiration of the loyalty period,
- or
- b) The sum of \$350 and the cost of any setup fees, and any free or discounted services provided to the customer in return for entering into the loyalty period.

A 30 day cooling off period applies to all contract terms of 6 months or more. If CUSTOMER decides to terminate the contract within the first 30 days of service, CUSTOMER may do so at no cost, with the exception of applicable fees for the first month of service.



EXECUTED BY \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full name (print)

\_\_\_\_\_  
Office held