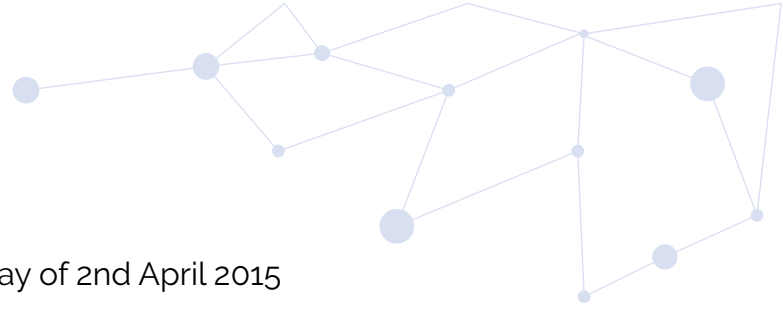# HostedNetwork

Hosted Network service agreement (Infrastructure as a Service)

Client And Hosted Network

Last revised: 02/04/2015

Date:	AGREEMENT made this day of 2nd April 2015
Between:	Partner, called "the partner"
And	Hosted Network a division of Superior IT Technologies Pty Ltd – ABN 98 128 845 723, called "the company"

1. About the Hosted Network Infrastructure as a Service agreement

1.1 This document is the agreement in which the Partner known as "the partner" will enter with Hosted Network, a division of the Superior IT Group ("the company") to utilise Hosted Network Infrastructure as a Service (IaaS).

2. Hosted Network Infrastructure as a Service

2.1 Hosted Network IaaS is powered by VMware vCloud and is the virtual delivery of sever operating systems and resources in the form of hardware, network and storage services. Hosted Network IaaS allows Hosted Network partners to enter the cloud industry without sacrificing their own capital.

3. Definitions and Interpretation

3.1 In this Service Description:

Agreement means the Partner Agreement by and between Hosted Network and the Partner, together with these service terms.

Partner means the entity entering into the Agreement with Hosted Network.

Hosted Network means Hosted Network, a division of the Superior IT Group (Superior IT Technologies Pty Ltd)

IaaS vCloud means the virtualised performance software

Terms these IaaS Terms and Conditions

4. Definitions and Interpretation

4.1 Under Hosted Network IaaS, the partner is allocated a monthly data traffic quota. Inbound and outbound internet traffic contribute towards this predetermined quota.

4.2 The partner is responsible for all configuration and maintenance of firewalls. Hosted Network will provide firewalls as a standard protocol within the service.

4.3 Hosted Network does not guarantee latency, or available bandwidth from any resources to the internet or other end points where a non-dedicated link is used.

5. Security

5.1 The partner holds the responsibility of ensuring that their IaaS is secure, safe and protected from any vulnerabilities. If Hosted Network believe that your service is compromised and there is potential for a security breach, the company may suspend the partners service at our own discretion.

5.2 If the partner breaches the company's usage policy, Hosted Network has the rightful responsibility to terminate the partner service, with no refund to be issued.

5.3 Hosted Network is not liable for any malicious activity, unlawful distribution of protected information or unprecedented security breaches of the partner's IaaS solution.

6. Terms

6.1 Hosted Network reserve the right to change this service agreement and terms & conditions at any time.

6.2 Under this agreement, the partner will be allocated one or more IP addresses. Hosted Network takes ownership over these IP addresses and they are the property of Hosted Network. These IP addresses cannot be transferred outside of the network. If the partner provides their own IP addresses to use within their IaaS, they will remain the partner's property

6.3 Should the partner cancel their service, all data will be deleted and will no longer be available to any parties.

6.4 Hosted Network's IaaS contract requires a minimum contract term of 1 month.

6.5 Advance payments are required across all services. Any service adjustments will be shown as outstanding payments.

6.6 The partner has the option of monthly, quarterly or yearly billing.

6.7 The service will be renewed monthly on an ongoing basis

6.8 The partner has a guaranteed service level target of 99.9%

7. Service level rebates

7.1 The partner is entitled to service level rebates should their service be disturbed, interrupted or unresponsive.

7.1.1 Less than 120 minutes service disruption = no rebate

7.1.2 More than 120 minutes service disruption but less than 240 minutes during a given calendar month = 20% rebate of the monthly service fee
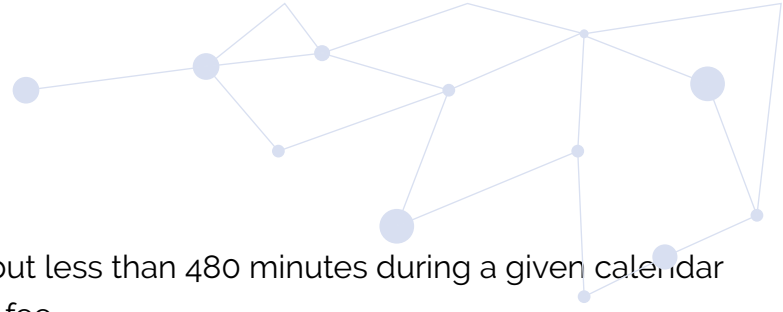
7.1.3 More than 240 minutes service disruption but less than 480 minutes during a given calendar month = 40% rebate of the monthly service fee

7.1.3 More than 480 minutes service disruption but less than 960 minutes during a given calendar month = 60% rebate of the monthly service fee

7.1.3 More than 960 minutes service disruption but less than 1440 minutes during a given calendar month = 80% rebate of the monthly service fee

7.1.3 More than 1440 minutes in a calendar month = 100% rebate of the monthly service fee

7.1 Faults in the service must be reported to Hosted Network to allow for appropriate tests to be conducted to identify the issue. The Partner must provide assistance to ensure the identified fault is repaired

7.1 3 The partner is held responsible to mandate all virtual requirements including snapshots, power-ups and downs and rebuilding of virtual appliances.

7.1 System failures and instabilities through Hosted Network's IaaS are not covered under the SLA's, these include but are not extensive to: security breaches and vulnerabilities, software failures as well inconsistent and incompatible errors. Hosted Network recommends the partner performs their own system rebuild should these issues arise.

8. Agreement Acceptance

A The Partner accepts this Agreement by any of the following action:

B Placing any order that is considered to be Hosted Network IaaS regardless of the method that the order is placed