

Service Level Agreement (SLA)
for *Customer*
by
Cybersmart Pty Ltd
(Cloud Hosting Agreement)

Effective Date:

Document Owner:	Cybersmart ISP
------------------------	----------------

Version

Version	Date	Description	Author
1.0.2	03-01-2017	Service Level Agreement	Zaid Bester

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	Role	Signed	Approval Date
Cybersmart ISP	Service Provider		
	Customer		

Table of Contents

1. Agreement Overview	3
2. Goals & Objectives	3
3. Stakeholders	3
4. Periodic Review	4
5. Service Agreement.....	4
6. Service Management.....	6

1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between *Cybersmart.* and **Client** for the provisioning of Cloud Hosting Service required to support and sustain **the Product or service.**

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all Cloud hosted services, including and not isolated to management or deployment within the cloud, as covered and mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent Cloud Hosting Services and delivery to the Customer(s) by the Service Provider(s).

The **goal** of this Agreement is to obtain mutual agreement for Cloud Hosting Services between the Service Provider(s) and Customer(s).

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

3. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

Cloud Hosting Provider(s): **Cybersmart ISP** (“Provider”)

Cloud Hosting Customer(s): **Customer** (“Customer”)

4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The **Business Relationship Manager** (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Business Relationship Manager: Cybersmart Pty Ltd
Review Period: 12 Months
Previous Review Date: 3 January 2016
Next Review Date: 3 January 2017

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

5.1. Service Scope

The following Services are covered by this Agreement;

- Manned telephone support
- Monitored email support
- Remote assistance using Remote Desktop and a Virtual Private Network where available
- Planned or Emergency Onsite assistance (extra costs apply)
- Monthly system reporting

5.2. Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval.
- Reasonable availability of customer representative(s) when resolving a service related incident or request.
- Clients are responsible for backup of their services within the Cloud unless otherwise stipulated and documented.
- Cloud hosted services are subject to self-management where applicable
- Clients are responsible for managing, patching and maintaining their own servers , operating systems and software installed
- Customers encouraged to keep backups of local copy of the data on their servers for DR situations.

5.3. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with infrastructure and initial setup related incidents.
- Appropriate notification to Customer for all scheduled maintenance.
- Cybersmart will not be responsible for services or maintenance to the services provided
- Virtual Machine backups, If selected by the customer, can be done daily weekly or monthly, backups are kept on a separate data store in a different Data Centre.
- Virtual Machine backup restorations are done at the customers request at a cost, please request a quote prior to any restoration.
- In the event of hardware failure no guarantees are provided for restoration without a relevant backup available from the client unless otherwise stipulated and documented.

5.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

6. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

6.1 Cybersmart will provide Customer with Server Hosting set out herein in accordance with this Service Level Agreement (“Service Level Agreement”).

6.1.1. We warrant that Cybersmart has the facilities, infrastructure, capacity, and capability to provide the Services.

6.1.2. Despite this warranty, the Services are provided "as is" and "as available". No warranty of any kind is given, whether express or implied, including warranties of merchantability, title, or non-infringement, except where such a warranty is specifically required by law.

6.4 For the purpose of this Service Level Agreement:

6.5.1 service uptime will be measured by Cybersmart’s monitoring software and only with reference to Cybersmart’s network availability and UPS power;

6.5.2 the calculation of service uptime will exclude any downtime, outage or interruption or unavailability of the Server Hosting, as a result of, or caused by:

6.5.2.1 any outage, interruption or unavailability of the services or facilities of an external or third party telecommunications or network provider to which the Cybersmart network infrastructure is connected/

6.5.2.2 any outage, interruption or unavailability caused by Customer’s hardware, software and/or applications;

6.5.2.3 scheduled downtime for general maintenance, enhancements, upgrades or modifications (or of an otherwise scheduled nature). Cybersmart shall use its reasonable endeavors to notify Customer of such downtime and shall furthermore use its reasonable endeavors to provide such notification at least 24 (twenty four) hours prior to such scheduled downtime.

6.5.2.4 Force Majeure;

6.5.2.5 Any action or omission of the Customer, including without limitation, accidental damage, operator errors, abnormal operating conditions, the connection of unauthorized peripheral equipment, improper use, misuse, neglect or abuse of hosting service; and

6.5.2.6 Any factor beyond the reasonable control of Cybersmart.

6.6 Cybersmart will provide the monitoring service, and on a monthly basis provide uptime reports on request by Customer should Server statistics be required.

6.8 Cybersmart will keep Customer informed of the progress of the problem resolution. Cybersmart will endeavor to adhere to the following times (in business hours) with regard to feedback.

7. Prohibited Activities

The following sections outline activities that are considered an unacceptable use of Company's services/network/website/server/virtual machine and also detail the guidelines for acceptable use of certain facilities/services, as the case may be.

- 7.1.1. Any activity, which threatens the functioning, security and/or integrity of **Cybersmart's** network is unacceptable. This includes:
- 7.1.2. Any efforts to attempt to gain unlawful and unauthorised access to the network or circumvent any of the security measures established by **Cybersmart** for this goal;
- 7.1.3. Any effort to use **Cybersmart's** equipment to circumvent the user authentication or security of any host, network or account ("cracking" or "hacking");
- 7.1.4. Forging of any TCP-IP packet header (spoofing) or any part of the header information in an email or a newsgroup posting;
- 7.1.5. Any effort to breach or attempt to breach the security of another user or attempt to gain access to any other person's computer, software, or data without the knowledge and consent of such person;
- 7.1.6. Any activity which threatens to disrupt the service offered by **Cybersmart** through "denial of service attacks"; flooding of a network, or overloading a service or any unauthorized probes ("scanning" or "nuking") of others' networks;
- 7.1.7. Any activity which in any way threatens the security of the network by knowingly posting, transmitting, linking to or otherwise distributing any information or software which contains a virus; Trojan horse; worm, lock, mail bomb, cancel bot or other harmful, destructive or disruptive component.
- 7.1.8. Any unauthorized monitoring of data or traffic on the network without **Cybersmart's** explicit, written consent.
- 7.1.9. Any unsolicited mass mailing activity including direct marketing; spam and chain letters for commercial or other purposes, without the consent of the recipients of those mails.