



Web Drive Limited
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SPECIFIC SERVICE TERMS

*These specific service terms must be read in conjunction with Web Drive's General Terms and Conditions (including all amended and replacement terms) (**General Terms**), a copy of which is published on Web Drive's website www.webdrive.co.nz.*

DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

1.1 For the purposes of these specific service terms:

- (a) **Business Hours** means 8.30 am to 5.30 pm Monday to Friday except statutory public holidays in Auckland, New Zealand.
- (b) **Downtime** means those periods when a Service is unavailable to the Customer, but excludes periods of down time arising from the events listed in subclause 1.1(d)(i) to (d)(iv).
- (c) **Support** means all labour provided by Web Drive other than labour that is not related to Web Drive's network or hardware, such as labour provided in relation to the Customer's operating system or software.
- (d) **Uptime** means the total time the applicable Service will be available to the Customer, but excludes Downtime due to:
 - (i) scheduled maintenance and upgrades;
 - (ii) faults, errors, or damage to the Customer's operating system or software which is not Web Drive's fault;
 - (iii) packet loss or outages beyond Web Drive's control, including interruptions to the internet, power or telephone lines; and
 - (iv) a breach by, or the actions or omissions of, the Customer or its employees, agents contractors, customers, clients or any other person for whom the Customer is responsible, of the these specific service terms or the General Terms.

2. INTERPRETATION

2.1 Terms used, but not defined, in these specific service terms, have the meaning given to them in the General Terms.

3. WEB HOSTING

3.1 **Service description:** A shared server environment where customers can upload files via FTP for the purpose of publishing a web site. Web Hosting includes a control panel to manage web site files, related services such as databases and email accounts.

3.2 **Charges:** Web Drive charges a monthly fee for this service at the applicable rate specified or published by Web Drive.

3.3 **Support:**

- (a) Support services are provided by telephone or email during Business Hours.
- (b) After hours services are also available, provided that fees and charges will be payable by the Customer if Web Drive is not at fault.
- (c) Support for the Customer's web site application such as web design, development and code changes are not included in the service.

3.4 **Service level:**

- (a) Uptime for the web hosting service will be 99.9% for each calendar month.
- (b) Service credits will be issued to the Customer at an amount equal to 5% of the monthly fee for the month in which the Downtime of the web hosting service occurred for every hour of Downtime up to a maximum of 30%, provided that credits will not be issued for the first hour of Downtime.
- (c) In order to receive any service credits, the Customer must notify Web Drive of their claim within 20 Business Days from the time the applicable event occurred. Failure to comply with this requirement will forfeit the Customer's right to receive a service credit. Service credits will not be issued to the Customer if any amount it owes to Web Drive is overdue.
- (d) Downtime is measured and determined by Web Drive from the time Web Drive's technician verifies the problem until the applicable Service is restored.

SERVER HOSTING

4. CLOUD

4.1 **Service description:** Cloud server hosting is provided as Infrastructure as a Service. It includes virtualised guest servers, storage, backups, firewall and bandwidth, all of which are available on demand. Web Drive is not responsible for the management of servers supplied by Customers.

4.2 **Charges:** Web Drive charges a monthly fee for this service at the applicable rate specified or published by Web Drive.

4.3 **Support:**

- (a) Support services are provided by telephone or email during Business Hours.
- (b) After hours services are also available, provided that fees and charges will be payable by the Customer if Web Drive is not at fault.
- (c) Support for the Customer's operating systems is not included in the monthly charge.

4.4 **Service level:**

- (a) Uptime for the Cloud service will be 99.95% for each calendar month.
- (b) Uptime for a deployment cluster will be 99.5% for each quarter of the calendar year.
- (c) Service credits will be issued to the Customer at an amount equal to 5% of the monthly fee for the month in which the Downtime of the Cloud service occurred for every hour of Downtime up to a maximum of 30%, provided that credits will not be issued for the first hour of Downtime.

- (d) In order to receive any service credits, the Customer must notify Web Drive of their claim within 20 Business Days from the time the applicable event occurred. Failure to comply with this requirement will forfeit the Customer's right to receive a service credit. Service credits will not be issued to the Customer if any amount it owes to Web Drive is overdue.
- (e) Downtime is measured and determined by Web Drive from the time Web Drive's technician verifies the problem until the applicable Service is restored.

5. **MANAGED ENTERPRISE CLOUD**

5.1 **Service description:** Managed Enterprise Cloud is an Infrastructure As A service which has been built following Enterprise guidelines for production platforms. This service includes virtualised guest services, storage and band width. It is combined with a management service which includes daily snapshot backup, operating system, and standard software patching, and 24 x 7 monitoring and response.

5.2 **Charges:** Web Drive charges a monthly fee for this service at the applicable rate specified or published by Web Drive.

5.3 **Support:**

- (a) Support services are provided by telephone or email during Business Hours.
- (b) Web Drive provides support for the operating system, standard software and all licences provided by Web Drive.
- (c) Web Drive will carry out work required on the servers that, in its opinion, will take no more than 15 minutes during Business Hours.
- (d) After hours support services are also available, provided that fees and charges will be payable by the Customer if Web Drive is not at fault.

5.4 **Service level:**

- (a) Uptime for the guest server will be 99.99% for each calendar month.
- (b) Web Drive will provide continuous server performance, and no guest server will impact any other guest server.
- (c) Service credits will be issued to the Customer at an amount equal to 5% of the monthly fee for the month in which the Downtime of the Cloud service occurred for every hour of Downtime up to a maximum of 30%, provided that credits will not be issued for the first hour of Downtime.
- (d) In order to receive any service credits, the Customer must notify Web Drive within 20 Business Days from the time the applicable event occurred. Failure to comply with this requirement will forfeit the Customer's right to receive a service credit; Service credits will not be issued to the Customer if any amount it owes to Web Drive is overdue.
- (e) Downtime is measured and determined by Web Drive from the time Web Drive's technician verifies the problem until the applicable Service is restored.

6. **DEDICATED SERVER**

6.1 **Service description:** This is a physical server as specified in its specifications. The server will be connected to the internet at 100Mbit per second. Web Drive owns the hardware and is responsible for the management of that hardware and the replacement of faulty components.

6.2 **Charges:** Web Drive charges a monthly fee for this service at the applicable rate specified or published by Web Drive

6.3 **Support:**

- (a) Support services are provided by telephone or email during Business Hours.
- (b) After hours support services are also available, provided that fees and charges will be payable by the Customer if Web Drive is not at fault.
- (c) Support for the guest operating system is not included in the monthly fees.

6.4 **Service level:**

- (a) Uptime for the dedicated server will be 99.5% for each quarter of the calendar year;
- (b) Service credits will be issued to the Customer at an amount equal to 5% of the monthly fee for the month in which the Downtime of the server occurred for every hour of Downtime up to a maximum of 30%, provided that credits will not be issued for the first hour of Downtime.
- (c) In order to receive any service credits, the Customer must notify Web Drive within 20 Business Days from the time the applicable event occurred. Failure to comply with this requirement will forfeit the Customer's right to receive a service credit; Service credits will not be issued to the Customer if any amount it owes to Web Drive is overdue.
- (d) Downtime is measured and determined by Web Drive from the time Web Drive's technician verifies the problem until the applicable Service is restored.

7. **ENTERPRISE DEDICATED SERVER**

7.1 **Service description:** Enterprise Dedicated Servers are physical services as specified in its specifications. The server will be connected to the internet at 1Gbit per second via dual redundant paths. The server will have redundant power supplies connected to redundant power feeds. Web Drive owns the hardware, is responsible for management of the hardware, and the replacement of faulty components.

7.2 **Charges:** Web Drive charges a monthly fee for this service at the applicable rate specified or published by Web Drive.

7.3 **Support:**

- (a) Support services for the Enterprise Dedicated Servers are provided by telephone or email during Business Hours.
- (b) After hours support services are also available, provided that fees and charges will be payable by the Customer if Web Drive is not at fault.
- (c) Support for the guest operating system is not included in the monthly fees.

7.4 **Service level:**

- (a) Uptime for the Enterprise Dedicated Server will be 99.8% for each calendar month;
- (b) Service credits will be issued to the Customer at an amount equal to 5% of the monthly fee for the month in which the Downtime of the server occurred for every hour of Downtime up to a maximum of 30%, provided that credits will not be issued for the first hour of Downtime.
- (c) In order to receive any service credits, the Customer must notify Web Drive of their claim within 20 Business Days from the time the applicable event occurred. Failure to comply with this requirement will forfeit the Customer's right to receive a service credit. Service credits will not be issued to the Customer if any amount it owes to Web Drive is overdue.
- (d) Downtime is measured and determined by Web Drive from the time Web Drive's technician verifies the problem until the applicable Service is restored.

8. **DEDICATED SERVER MANAGEMENT**

- 8.1 **Service description:** Dedicated Server Management an operating system and standard software patching, 24 x 7 monitoring and response, Business Hours support and emergency support of the operating system and standard software.
- 8.2 **Charges:** Web Drive charges a monthly fee for this service at the applicable rate specified or published by Web Drive
- 8.3 **Support:**
- (a) Support services for the Dedicated Servers are provided by telephone or email during Business Hours.
 - (b) Web Drive provides support for the operating system, standard software and all licences provided by Web Drive;
 - (c) Web Drive will carry out work required on the servers that, in its opinion, will take no more than 15 minutes during Business Hours.
 - (d) After hours support services are available, provided that fees and charges will be payable by the Customer if Web Drive is not at fault.

OTHER SERVICES

9. NETWORK FIREWALL

9.1 **Service description:**

- (a) A shared redundant pair of network firewalls. The network firewall will block all traffic in or out of the server(s) except where the TCP or UDP port has been specifically allowed. The firewall does not protect against attacks on ports that have been allowed.
- (b) One rule change is included per month. Rule changes will be carried out within two Business Days of the request being submitted.

9.2 **Charges:** Web Drive charges a monthly fee for this service at the applicable rate specified or published by Web Drive

10. DEDICATED FIREWALL APPLIANCE

10.1 **Service description:**

- (a) A firewall virtual appliance dedicated to the Customer. The functionality of the appliance will change from time to time as specified by the supplier; .
- (b) The appliance security updates will be kept up to date by Web Drive;
- (c) Web Drive will carry out the initial configuration of the firewall based on the requirements as specified by the Customer. It is the Customer's responsibility to inform Web Drive if the Customer's requirements change and to request the necessary updates to the firewall.
- (d) One rule change is included per month. Further changes will be carried out as at Web Drive's specified or published fees and charges.

10.2 **Charges:** Web Drive charges a monthly fee for this service at the applicable rate specified or published by Web Drive.

11. CONTENT DELIVERY NETWORK (CDN)

11.1 **Service description:** The CDN is a network of proxy servers around the world caching website and other content. Web Drive is responsible for managing the CDN and ensuring users fetch content from the nearest point of presence on the network.

11.2 **Charges:** Web Drive charges a monthly fee for this service at the applicable rate specified or published by Web Drive

12. FILE GUARDIAN OFFSITE BACKUP

12.1 **Service description:** File guardian is an agent-based backup service. Files are backed up according to the configuration in the agent. Files are replicated offsite once every 24 hours.

12.2 **Charges:** Web Drive charges a monthly fee for this service at the applicable rate specified or published by Web Drive

13. LICENCES

13.1 Service description:

- (a) Web Drive will provide software licenses as part of the Services.
- (b) The licenses must only be used on Web Drive's offered servers, and must not be used on any other server or for any purpose other than in relation to the Services being provided by Web Drive. For the avoidance of doubt, such licenses must not be copied, transferred, assigned, sold, or used by any other person.
- (c) The Customer must familiarise itself with all terms and conditions of the license and comply with same.
- (d) Microsoft licence conditions are detailed here [*link to be inserted*].

13.2 **Charges:** Web Drive charges a monthly fee for this service at the applicable rate specified or published by Web Drive

14. COLOCATION

14.1 Service description:

- (a) Web Drive will store the Customer's equipment at Web Drive's premises at the Customer's risk.
- (b) The Customer is responsible for insuring its equipment against loss or damage by fire, earthquake, natural disaster, theft, burglary, weather damage and such other risks as it is prudent to insure against.
- (c) Web Drive will allow the Customer free supervised access to its premises once every calendar month during Business Hours for a duration of 30 minutes, for the purpose of inspecting and maintaining the Customer's equipment. Additional visits will be charged at Web Drive's specified or published rate.
- (d) The Customer must give Web Drive at least two Business Days prior written notice of its intention to attend the premises.
- (e) The Customer's access to Web Drive's premises is subject to the Customer complying with all of Web Drive's directions and instructions, including all health and safety, and privacy policies and procedures.

- (f) Web Drive may refuse access to, or ask the Customer to leave, Web Drive's premises if Web Drive believes there is a risk or possible detrimental impact to Web Drive's business or property, or to its employees, agents, contractors or customers, or any of their property.

14.2 **Charges:** Web Drive charges a monthly fee for this service at the applicable rate specified or published by Web Drive

15. VIRTUAL PRIVATE NETWORK (VPN)

15.1 **Service description:** VPN is a client based secure access service that encrypts traffic between the Customer and their servers in Web Drive.

15.2 **Charges:** Web Drive charges a monthly fee for this service at the applicable rate specified or published by Web Drive

15.3 BACKUP & DATA RECOVERY

15.4 **Service description:** Unless Web Drive otherwise agrees in writing, backup services are provided as follows:

- (a) Virtual servers - operating system and data backup daily and archived for five Business Days;
- (b) Dedicated servers - no backup service is provided;
- (c) Colocation - no backup service is provided;
- (d) FTP backup - onsite FTP storage space only;
- (e) File Guardian - offsite backup using File Guardian software.

15.5 The Customer is responsible for scheduling, testing, restoring and ensuring the security of backups, other than in relation to Virtual Servers, in which case Web Drive is responsible.

15.6 Data recovery from any form of backup is charged as labour at Web Drive's specified or published rate.

15.7 **Charges:** Web Drive charges a monthly fee for this service at the applicable rate specified or published by Web Drive

16. SUPPORT SERVICES

16.1 If Web Drive has agreed to manage the server, Web Drive will use its reasonable endeavours to have support services available to the Customer at all times. Server support requests will be charged in 15 minute blocks at Web Drive's specified or published rates.