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Dedicated Servers Service Level Agreement

COMPANY CONFIDENTIAL  
- July 2008 -

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## Dedicated Servers Service Level Agreement

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## Tagadab Service Level Agreement – Dedicated Servers

### 1. INTRODUCTION

This Service Level Agreement (SLA) is provided as a supplement to:

- i. the Order Form
- ii. the Tagadab Business Terms and Conditions
- iii. the Tagadab Acceptable Use Policy

Tagadab may update this Service Level Agreement from time to time by notifying you. This document sets out the service levels and parameters for the services provided by Tagadab (or subsidiary company).

### 2. SERVICE AVAILABILITY GUARANTEE FOR THE TAGADAB NETWORK

#### 2.1 Network Availability and Downtime

Tagadab provides at least one Network Port to the Dedicated Server, which provides access to the Internet. Tagadab guarantees 100% network connectivity uptime on this port. This excludes periods of Planned Maintenance, hardware failure on the Dedicated Server itself, or any loss of service through the action or inaction by or on behalf of the customer. Tagadab cannot guarantee that any particular part of the Internet will be available outside of Tagadab's own network.

### 3. SERVICE AVAILABILITY GUARANTEE FOR THE SUPPLY OF POWER

#### 3.1 Guarantee

Tagadab will supply at least one power port to the Dedicated Server. Tagadab guarantees this power will be available 100% of the time.

#### 3.2 Calculation

The Service Availability Guarantee for the Supply of Power

- does not cover Service Outage due to fault where the responsibility is due to Customer actions or omissions
- does not cover power problems resulting from a failure of the power supply unit in the Dedicated Server itself (see Hardware Guarantee)

### 4. HARDWARE GUARANTEE

#### 4.1 Performance

Tagadab guarantees that the hardware components in the Dedicated Server will perform normally for the period of The Agreement.

#### 4.2 Response to Failure

In the event of a failure of any component of the Dedicated Server, Tagadab will make all reasonable efforts to provide and install replacement parts within four (4) hours of having been notified of the fault by the Customer.

#### 4.3 Replacement

In the event that the fault is of such a serious nature that it cannot be corrected within four (4) hours, Tagadab guarantees to offer the customer a replacement Dedicated Server of the same or superior specification for the remainder of The Agreement.

#### 4.4 Exceptions

Under no circumstances will Tagadab be liable for the loss of the Customer's data, either as a result of hardware failure or any other cause. Neither will Tagadab be responsible for transferring data from one Dedicated Server to another in the case where a new Dedicated Server has been offered to rectify a fault.

### 5. DELIVERY GUARANTEE

#### 5.1 Time to Deliver

Once payment has been taken, Tagadab guarantee to provision your dedicated server within five working hours.

### 6. COMPENSATION

#### 6.1

Compensation will be calculated as a percentage of the monthly Service fee as detailed below:

$$\frac{\text{Monthly Service fee}}{\text{Total Available Minutes}} \times \text{Period of Outage / delivery delay (in Minutes)}$$

### 7. GENERAL NOTES

#### 7.1

The Availability Guarantees

- do not cover Service Outage due to fault where the responsibility is due to Customer actions or omissions
- excludes any exceptions described with the Tagadab Business Terms and Conditions
- do not apply if the fault resolution is beyond the control of Tagadab Ltd (or subsidiary company) due to Force Majeure
- do not apply if Planned Maintenance is in place or if fault resolution is delayed because of Customer responsibility (e.g. Customer devices unavailability/inaccessibility caused by the Customer)
- If the Customer is entitled to multiple credits under this SLA, such credits shall not exceed the total billing period revenue for any calendar month in any event
- do not apply if Tagadab has suspended or modified the Service in accordance with the Tagadab Business Terms and Conditions

#### 7.2

This SLA shall be read in conjunction with our Business Terms and Conditions and the relevant Tagadab Dedicated Servers offer documents.

### 7.3

Compensation claims must be submitted, in writing (email, fax, or letter), within 30 days from the SLA violation to which they refer. All claims must be submitted to Customer Service Department.

### 7.4

Payment of Compensation will be in the form of Service Credits. Service Credits shall be deducted from the periodic fee due in respect of the period following the period in which Service Credit is awarded. The maximum amount of compensation a customer can claim in each Calendar Month relating to this SLA is fixed to 100% of the monthly fee. Said Compensation shall be the Customer's sole and entire remedy for any outage arising under this agreement and the parties acknowledge and agree that such Service Credits represent a genuine pre-estimate of the losses incurred.

### 7.5

Any previous late payments of amounts due for the Service, or any other Service provided to the Customer, other than amounts in dispute, will nullify the Customer's right to claim Compensation under this agreement.

### 7.6

Under no circumstances will Tagadab be liable for any secondary or consequential losses, either resulting from a Service Outage or for any other reason.

## 8. DEFINITION OF TERMS

Unless expressly defined in this Service Level Agreement, words and expressions used have the same meaning as set out in Tagadab's Business Terms and Conditions.

- **AUP (Acceptable Use Policy)**  
Means Tagadab's AUP, the current version of which is available on the Tagadab website, as amended from time to time.
- **Calendar Month**  
From 00:00 hours on the first day of the month until 24:00 on the last day of the month.
- **Compensation**  
Means the Service Credits made by Tagadab as a result of an acknowledged claim made in writing (email, fax or letter) within thirty (30) days of an SLA violation.
- **Customer**  
Means the person, group of people, or company, who receive the Service from Tagadab under the terms of this Agreement, as identified in the Order Form.
- **Customer Service Department**  
Means the Tagadab team responsible for the Customer.
- **Dedicated Server**  
The hardware unit supplied by Tagadab for rental by the Customer.
- **Equipment**

Customer Equipment means any hardware, cabling, peripherals, software or any other equipment that the Customer owns and uses as part of the Service(s)

### Tagadab Equipment

Any hardware, cabling, peripherals, software or any other equipment that Tagadab shall provide the Customer as part of the Services, whether owned by Tagadab or a third party supplier but specifically excludes equipment that has been sold outright or rented to the Customer.

- **Force Majeure**  
Circumstances beyond Tagadab's reasonable control, including, without limitation, acts of any governmental body, war insurrection, sabotage, embargo, fire flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services software or inability to obtain raw materials, supplies, or power used in or Equipment needed for provision of the Service Level Agreement.
- **Network Port**  
The network port provided between the Customer's machine and the Internet exchange.
- **Order Form**  
Means the form(s) (as amended by Tagadab from time to time) which lists the Service(s) requested by the Customer
- **Planned Maintenance**  
In maintaining the service provided, Tagadab may with reasonable notice require a temporary outage in service. Planned Maintenance time windows will be announced in advance on the Tagadab website status page, at [www.tagadab.com/servicestatus/](http://www.tagadab.com/servicestatus/), where the outage affects multiple customers. Such announcements will generally supply over 48 hours notice. Wherever possible, where significant outages are planned or where only an individual customer will experience an outage, Tagadab will make every effort to agree the outage with the customer at least 7 calendar days in advance of the required work.
- **Service**  
Means, in relation to each of the Services, the period from the Service Commencement Date to the expiry or termination (for any reason) of the Services pursuant to this Agreement.
- **Service Commencement Date**  
Means the date on which a Service is successfully installed.
- **Service Credits**  
Means the crediting of the Customer's account in the amount calculated as per the formula in section 5 following a Service Outage. Service Credits shall be deducted from the periodic fee due in respect of the period following the period in which the Service Credit is awarded.
- **Service Outage**  
When it is impossible at IP level to establish connection to any other servers or hosts connected to the public Internet (having a public IP address not belonging to Tagadab) starting from the Dedicated Server.
- **Tagadab Business Terms and Conditions**  
The document forming part of The Agreement with the Customer.
- **The Agreement**  
As detailed in section 2 of the Tagadab Business Terms and Conditions.

## 9. EXCEPTIONS

Where Service Credits would otherwise be payable Service Credits shall not be payable to the extent that they result from:

- i. Circumstances beyond Tagadab's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services software or inability to obtain raw materials, supplies, or power used in or Equipment needed for provision of the Service Level Agreement.
- ii. Failure of access circuits to the Tagadab Network that are not controlled by Tagadab, unless such failure is caused solely by Tagadab.
- iii. General third party telecoms failure.
- iv. Scheduled and emergency maintenance and upgrades
- v. Domain Name Server issues outside the direct control of *Tagadab*.
- vi. Outages caused by Viruses, Trojan Horses, Denial of Service Attacks, mail bombing and other flooding techniques.
- vii. Outages caused by *Customer* supported applications.
- viii. Outages caused by software, not supported by Tagadab, not patched with the latest updates.
- ix. Customer acts or omissions, whether or not such acts or omissions would constitute negligence, willful misconduct, or use of the Tagadab Network or the services rendered by Tagadab in breach of Tagadab's Terms and Conditions and Acceptable Use Policy by the Customer or others authorised by the Customer.
- x. Acts or omissions by Tagadab carried out at the request of the Customer.
- xi. Outages caused by software installed or reconfigured by the Customer