



G R A F I X G A R A G E

Service Agreement

SERVICE LEVEL AGREEMENT

1.1 This Service Level Agreement (SLA) forms part of Your Agreement with Grafix Garage and applies when the description of Your Service states that the Service Level Agreement applies. Capitalised terms in this SLA use the meanings set out in the Agreement.

Uptime Service Level

1.2 Grafix Garage warrants that the Hosted Environment and Network will be available to be accessed at least 99.9% (**Uptime**) of each full calendar month during the Service Period, subject to clauses 1.3 to 1.6 of this SLA.

1.3 Uptime will be calculated monthly by Grafix Garage and such calculation will be deemed binding on the parties in absence of manifest error. Upon request Grafix Garage will provide You with a report setting out the Uptime for the previous calendar month. There is no Uptime Service Level provided for part months.

1.4 If Grafix Garage:

- a) exceeds a 95% Uptime but does not exceed 98.99% Uptime in any three consecutive full calendar months; or
- b) fails to exceed a 90% Uptime in any full calendar month,

then You may give Grafix Garage written notice requiring the Uptime Service Level of 99.9% to be met the following month and if it is not met then You may terminate the Agreement by giving notice to Grafix Garage within 10 days of the end of that month.

1.5 To the extent permitted by law, the remedies in this SLA (including the right to terminate under clause 1.4 of this SLA) are the sole and exclusive remedies for any failure to meet the Service Levels in any particular month.



1.6 When calculating any Service Level, any failure to meet the Service Level that is directly or indirectly caused by any one or more of the following items shall not constitute a failure of the Service Level:

- a) Scheduled Maintenance;
- b) a malfunction or failure of any network, including the internet, that is not part of the Network;
- c) any of Your Content and Software;
- d) any unlawful, negligent or willful act or omission, by You, Your agents, contractors or invitees or any other person (other than a person who is acting for and on behalf of Grafix Garage, its Related Bodies Corporate or their respective contractors);
- e) any breach of the Agreement, including the Acceptable Use Policy, by You;
- f) any act or omission of a third party (other than Grafix Garage, its Related Bodies Corporate or their respective contractors);
- g) any Force Majeure event;
- h) Grafix Garage's exercise of its rights under clauses 6.6, 6.7 or 14.1 of the Agreement.

