

Prophecy Networks Limited

SERVICE SCHEDULE

HOSTING

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SERVICE SCHEDULE – HOSTING

This Service Schedule forms part of the Agreement between your company and Prophecy Networks Limited and should be read in conjunction with Prophecy Networks' Business Customer Terms and Conditions which can be found at <http://prophecy.co.nz/about/terms-conditions.html>. In the event of any inconsistency between this Service Schedule and any other clause of the Agreement, this Service Schedule takes precedence.

1. SERVICE OVERVIEW

This agreement applies whenever Prophecy Networks Limited provides services of any kind or does anything else for our customers, except where a separate written agreement covers other services that Prophecy Networks Limited may provide.

Within this agreement, reference is made to "we" or "us" or "our" or "Prophecy Networks" for Prophecy Networks Limited providing services for you, "you" for the customer and "service" or "services" to cover all services and or hardware of any kind we provide and anything else we do.

2. SERVICE DESCRIPTION

2.1 Co-location Hosting

- 2.1.1 The Customer will supply their own server which shall be placed at the Prophecy Networks hosting facility. The Customer shall be responsible for configuring the server to meet its own specific requirements.
- 2.1.2 The Customer remains solely responsible for all aspects of the server. Prophecy Networks shall be responsible for the facility the server is stored in and for the network connection only.
- 2.1.3 The Customer remains solely responsible for the bandwidth and traffic management of the server. The traffic management and reporting tools provided by Prophecy Networks are provided to assist in this process, but do not absolve the Customer of responsibility nor place any such responsibility on Prophecy Networks.
- 2.1.4 Should the Customers server become the target or source of any form of Distributed Denial of Service (D-DOS) attack, Prophecy Networks reserves the right to disconnect the server from the network should it deem that no other solution is possible at that stage.
- 2.1.5 Prophecy Networks will use its best endeavours to protect the server from dust, dirt, water leakages and/or destructive elements including, without limitation, lightning, flooding and/or fire. Prophecy Networks will furthermore use its reasonable endeavours to provide a smooth, uninterrupted electrical power supply to the server. Other than as specifically provided for, Prophecy Networks will not be liable for any loss or damage as a result of any failure on its behalf.

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2.1.6 Prophecy Networks does not warrant that the Customer will always have access to the server either remotely or at the hosting location, but will use its reasonable endeavours to provide the Customer with access reasonably required to access the server, provided that the Customer shall at all times adhere to the standard health, safety and security guidelines laid down for Customers entering Prophecy Networks' location from time to time. Prophecy Networks shall be entitled to deny the Customer access to its location should Prophecy Networks at any time have reason to believe that the Customer is failing to comply with such procedures and guidelines.

2.2 Dedicated Hosting

- 2.2.1 Prophecy Networks shall make a server available to the Customer for its own exclusive use. The server will at all times remain the property of Prophecy Networks. Notwithstanding anything to the contrary herein contained, the Customer shall be responsible for the setup and management of the server.
- 2.2.2 All server log files remain the property of Prophecy Networks. Should the Customer request to be furnished with any server log files, a copy of the relevant log file(s) will be provided to the Customer.
- 2.2.3 The Customer shall under no circumstances be entitled to remove the server from the hosting facility.
- 2.2.4 Where appropriate, Prophecy Networks will in its sole discretion, and without being under any obligation to do so, maintain and/or upgrade the software on the server.
- 2.2.5 Data protection remains the Customer's responsibility and is provided by Prophecy Networks only as a contracted service.
- 2.2.6 Disaster recovery services are available to Customers as a contracted service and Prophecy Networks does not include data replication as a standard.

2.3 Virtual Hosting

- 2.3.1 Prophecy Networks shall make a server environment available to the Customer for its non-exclusive use. Within this environment the Customer will have access to a virtual environment, where it is possible to create Workloads through **Prophecy Networks Cloud Manager**.
- 2.3.2 The physical server environment will at all times remain the property of Prophecy Networks. Prophecy Networks shall be responsible for the setup, as per the standard managed hosting server configuration, of the server environment on behalf of the Customer and/or the End-User.

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- 2.3.3 The provisioning process within **Prophecy Networks Cloud Manager** includes access to predefined templates that can easily be deployed and configured in accordance with Customer's and/or the End-User's specifications.
- 2.3.4 The increase and decrease of Resources go through an approval process on **Prophecy Networks Cloud Manager**, approval of the Financial Sponsor being a pre-requisite to the provisioning of any Workloads.
- 2.3.5 Financial sponsor approval from Customer will be deemed as a confirmation of associated costs and acceptance of terms and conditions.
- 2.3.6 In this environment, Customers do impact negatively on other Customers at times. Should Prophecy Networks deem the Customers actions or activity on the Customers account to be negatively affecting other Customers, Prophecy Networks reserves the right to disable such account or accounts without any prior notice.
- 2.3.7 Where appropriate, Prophecy Networks will in its sole discretion, and without being under any obligation to do so, maintain and/or upgrade the software on its managed servers.
- 2.3.8 **Prophecy Networks shall ensure that the hosted environment is protected by a firewall made available by Prophecy Networks either on an exclusive or shared basis, at the election of the Customer.**
- 2.3.9 Data protection remains the Customers responsibility and is provided by Prophecy Networks only as a contracted service.
- 2.3.10 Disaster recovery services are available to Customers as a contracted service and Prophecy Networks does not include data replication as a standard.
- 2.3.11 **Prophecy Networks shall monitor the Customers limit within the Virtual Hosting environment as a Prophecy Networks basic offering.**

2.4 Hardware Monitoring

- 2.4.1 Prophecy Networks shall monitor the following hardware elements: Hard-disk, RAM and CPU. Prophecy Networks will notify the Customer of failure **but is not responsible for diagnosing the failure.**
- 2.4.2 Prophecy Networks will provide Server availability monitoring to the Customer. Prophecy Networks will notify the Customer of failure but is not responsible for diagnosing the failure.

2.5 Cloud Monitoring

- 2.5.1 Prophecy Networks shall monitor the Customers limit within the virtual hosting environment as a basic offering.
- 2.5.2 The Cloud Monitor system will monitor the Customers virtual hosting environment as follows:
 - CPU resource, usage and load capacity;

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- Disk space utilization and KB usage;
- Hard disk IOPS performance;
- Memory usage;
- Network usage.

2.5.3 The Cloud Monitor Advance system will provide the Customer with the following information about its Virtual hosting environment:

- Virtual Machine name and state;
- Resource pool allocation;
- Installed operating system;
- IP address;
- Uptime of the environment;
- VMware Tools version;
- Configured memory;
- Host and guest memory usage;
- Provisioned as well as committed disk space.

2.6 Prophecy Networks will provide server availability monitoring to the Customer Prophecy Networks will notify the Customer of failure but is not responsible for diagnosing the failure.

3. TERM

3.1 The Agreement shall commence when the Customer first uses the Service(s), and shall continue until terminated by either party upon providing one (1) months' notice in writing to the other. By using Prophecy Networks Service(s) you agree to comply with the General Hosting Terms and Conditions.

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