



Service Level Agreement – Managed & Co-located Server

Service Description

The service provides for the provisioning of a secure environment, Internet connection and resilient power supply for a customer's co-located server or a Host365 provided managed server.

The service includes customer requested power recycles, monitoring of the Network and diagnostic action to confirm that the server is responding to basic reflect tests.

This Service Level Agreement (SLA) sets out the levels of technical support and service credits available in the event of network unavailability and the limits of HOST365's and the customer's own responsibilities as regards the service.

Security

Access to Host365's data centres is restricted to only Host365 staff. Security controls include proximity access cards, CCTV and 24 hour manned security.

Host365's data centres employ redundant power supply, UPS, generator back up and environmental controls with 24 hour live engineer monitoring.

Responsibilities of Host365

Host365 will:

- Provide either, a managed dedicated server configured per agreement with the customer or rack space for a co-located server.
- Provide a 100Mbps network connection to the server
- Provide power and UPS backup power to the server
- Maintain 99.9% network availability – see Calculating Service Agreement Credits
- Maintain the server in an appropriate environment as defined elsewhere in this document
- Provide the customer with access to a remote console where they may themselves power cycle the server or where no ports are available on our remote power console, will provide customer requested power recycles or reboots, up to a maximum of 4 occurrences per calendar month, within technical support working hours. Additional power recycle requests will incur an additional charge as specified in the Standard Price List. It is implicit in the customers request to power cycle any server that the customer indemnifies Host365 against any data loss resulting from rebooting the server.
- Provide during the contract period of this service at no additional charge, DNS management for domain names registered through Host365 and which are held on our name servers. DNS management includes, adding/deleting and modifying domain name zone records and providing secondary DNS and or mail services.
- In the case where the customer provides the server and a replacement of a failed component is required, provide access to the server at Host365's data centre for a representative of the customer to make any necessary repairs up to 4 times per calendar year for a two hour period. Additional access provision or time will incur standard emergency call out charges. Access to the server will at all times be provided in a separate area designated for engineering work and not in Host365's rack space.
- In the case where Host365 provides a managed server, during the contract period of this service perform any necessary repairs to the server at no additional cost and provide an alternative solution in the event of hardware failure.

Responsibilities of the customer

Co-located Server

Where the customer provides a co-located server, it is the customer's responsibility to:

- Comply with Host365's Acceptable Use Policy.
- Abide by the terms of use described in Host365's terms and conditions
- Operate the server in such a way as to ensure the integrity and security of their server
- Carry out any initial or ongoing hardware or software configuration
- Install and maintain applications – ensuring applications are appropriately installed, configured and maintained
- Maintain operating system software at appropriate levels including the application of software patches and updates
- Ensure adequate virus protection
- Ensure licenses are held for any licensed software on the server
- Ensure all necessary measures are taken to protect the server from hacking
- Ensure the security of Host365's network

Managed server

Where Host365 provides a managed server, it is the customer's responsibility to:

- Comply with Host365's Acceptable Use Policy.
- Abide by the terms of use described in Host365's standard terms and conditions
- Operate the server in such a way as to ensure the integrity and security of the server
- Carry out any initial or ongoing hardware or software configuration
- Install and maintain applications agreed upon with Host365 – ensuring applications are appropriately installed, configured and maintained
- Ensure all necessary measures are taken to protect the server from hacking
- Ensure licenses are held for any customer licensed software on the server
- Ensure the security of Host365's network

Removal from Network

Host365 reserves the right to remove any server from our network should Host365 determine, in its absolute discretion, that the server in any way endangers our network or other servers on our network. Events, which may cause such action, include but are not limited to:

- server involved in a Denial of Service Attack
- server found to port scanning for vulnerabilities on other servers
- server is involved in any form of illegal activity.
- server is hacked or otherwise compromised
- server is in any way used inappropriately
- server is causing network disruption however caused.
- customer does not comply with Host365's Acceptable Use Policy
- customer does not comply with Host365's terms and conditions

Planned and emergency downtime

Host365 reserves the right to suspend service provision with no notice should emergency maintenance become necessary. For planned downtime, Host365 will inform the customer by posting the relevant information on the network status page on our web site at www.host365.com/networkstatus/

It is not anticipated that planned downtime will exceed more than 8hrs per calendar month and planned downtime is excluded from any calculation of availability.

Calculating Service Agreement Credits

Service Agreement Credits are applicable should the network become unavailable and can be calculated in the following manner:

Incident Start Time of a service being unavailable shall be defined and measured from the time the fault is detected by us or is reported to our support desk and a support call ticket has been created. This time will be taken from the time stamped email sent to you containing the support call ticket number.

Incident End Time of a service being unavailable shall be deemed as the time at which the service can be demonstrated to be available by a PING command or that the support call ticket has been closed.

Total Outage Time shall be the period, or sum of multiple periods as applicable within any calendar month (excluding any period of planned downtime) from the Incident Start Time to the Incident End Time as outlined above.

Total Monthly Time Period is calculated by multiplying the 24 hours in each day by the average number of days in each calendar month (365 days per year, divided by twelve months = 30.42 days per month). If, during any given calendar month the Total Outage Time is greater than 0.1% of the Total Monthly Time Period of the calendar month, then the service shall be deemed to have been unavailable for an unacceptable period. The customer shall be provided a credit against future service charges (on presentation of a written claim within 30 days of the first occurrence of the Outage) a sum equal to the amount of service charge pro-rated for the period of the Total Outage Time less the pro-rated sum for the first 0.1% of the given calendar month.

The provision of service credits is the sole compensation available to customers in the event the services are unavailable. This SLA is supplemental to Host365's standard terms and conditions, which apply to all services supplied.

Backups and disaster recovery

In the event of a customer requiring a recovery from backup standard technical support call charges will be applied as detailed in our standard price list.

Physical Access and Repair or Engineering Work

Host365's managed and co-located server products are designed to be managed remotely and as such we do not expect customers to require physical access to their server. However, subject to agreement with the Host365 technical support team and where 48 hours notice is given, and the appointment occurs during technical support working hours, there is no additional charge for this physical access (limited to one occasion per calendar quarter for two hours). Additional visits or visits which extend beyond these hours will incur the appropriate access charge as defined in Host365's standard price list.

In the event that the customer approves the use of a Host365 engineer to remedy any server error then the customer is liable for the relevant charges incurred in resolving the problem.

Technical Support hours

Working hours are defined as follows:

Monday to Friday	9.00am to 5.30pm
Saturday & Sunday	Emergency cover only
Public holidays	Emergency cover only