



Service Level Agreement – Shared Server

Service Description

The service provides for the provisioning the shared server hosting service.

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

General

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 a 100Mbps network connection to the shared server
- Provide power and UPS backup power to the shared server
- Maintain 99% service availability. Availability is defined as the availability of the Host365 hardware and network infrastructure provided between the shared server and the internet exchange
- Maintain the shared server in an appropriate environment for shared server hosting
- Provide support to the customer during working hours for any service provided by Host365
- 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 including, adding/deleting and modifying domain name zone records and providing secondary DNS and or mail services.

Responsibilities of the customer

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 shared server in such a way as to ensure the integrity and security of the server
- Carry out any initial or ongoing web site design and or program configuration
- Install and maintain applications, scripts, databases or any computer program whatsoever ensuring applications are appropriately installed, configured and maintained
- Ensure all necessary measures are taken to protect the shared server from hacking
- Ensure licenses are held for any customer licensed software on the shared server

Suspension of Service

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

- shared server involved in a Denial of Service Attack
- shared server is involved in any form of illegal activity.
- shared server is hacked or otherwise compromised
- shared server is in any way used inappropriately
- shared 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, wherever possible 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.

In the event that the customer approves the use of a Host365 engineer to remedy any error in their web site design, code, scripts or any programs whatsoever 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