



## Windows Shared Hosting Accounts SLA

### ▪ Coverage; Definitions

This Web Site Availability Service Level Agreement (SLA) applies to you ("customer") if you have ordered any of the following: Windows Server 2003 and Windows 2000 shared hosting account services from Hosting Systems (the "Services") and your account is current (i.e., not past due) with Hosting Systems. As used herein, the term "Web Site Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the content of a customer's Web site, database or e-mail is available for access by third parties via HTTP and HTTPS, as measured by Hosting Systems.

### ▪ Service Level

a) Goal:

Hosting Systems' goal is to achieve 100% Web Site Availability for all customers.

b) Remedy:

Hosting Systems will make every effort to get any of our failed services up and running as soon as possible. Subject to Sections 3 and 4 below, if the Web Site Availability of a customer's Web site is less than 100%, Hosting Systems will issue a credit to the customer in accordance with the following schedule, with the credit being calculated on the basis of the annual service charge for the affected Services:

#### Annual Web Site Availability Credit Percentage

95% to 100%	0%
80% to 89.9%	50%
80% or below	100%

### ▪ Exceptions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Web Site Availability caused by or associated with:

a. Circumstances beyond Hosting Systems' reasonable control including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, 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, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA.

b. Failure of access circuits to the Hosting Systems Network, unless such failure is caused solely by Hosting Systems.

c. Scheduled maintenance, emergency maintenance and upgrades.

d. DNS issues outside the direct control of Hosting Systems.

e. Issues with FTP, POP, or SMTP customer access.

f. False SLA breaches reported as a result of outages or errors of any Hosting Systems measurement system.

g. Customers' acts or omissions (or acts or omissions of others engaged or authorized by the customer), including, without limitation, custom scripting or coding (e.g. CGI, Perl, HTML, ASP, etc.) any negligence, willful misconduct, or use of the Services in breach of Hosting Systems' Terms and Conditions and Acceptable Use Policy.

h. E-mail or webmail delivery and transmission.

i. DNS (Domain Name Server) Propagation.

j. Outages elsewhere on the Internet that hinder access to your account. Hosting Systems is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Hosting Systems will guarantee only those areas considered under the control of Hosting Systems: Hosting Systems servers' links to the Internet, Hosting Systems' routers, and Hosting Systems' servers.

▪ **Credit Request and Payment Procedures**

To receive a credit, the customer must make a request by sending an e-mail message to [accounts@hostingsystems.co.uk](mailto:accounts@hostingsystems.co.uk). The e-mail message must include the domain name of the customer's account in the "Subject" line. Each request in connection with this SLA must include the customer's invoice number and the dates and times of the unavailability of the customer's Web site and must be received by Hosting Systems within the current service year. If the unavailability is confirmed by Hosting Systems, credits will be applied onto the next year's service. The customer will be issued a credit where they do not renew their service. The total amount credited to the customer under this SLA shall not exceed the total hosting fee paid by the customer for the affected Services. Credits are exclusive of any applicable taxes charged to the customer or collected by Hosting Systems and are the customer's sole and exclusive remedy with respect to any failure or deficiency in the Web Site Availability of the customer's Web site.