hosting systems

Managed Server Hosting
SLA

Updated: 29/01/2019

Coverage; Definitions

This Server Availability Service Level Agreement (SLA) applies to you ("customer") if you have ordered A Shared Hosting Service from Hosting Systems (the "Service") and your account is current (i.e., not past due) with Hosting Systems. As used herein, the term "Server Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the server is running as measured by Hosting Systems.

Service Level

a) Goal:

Hosting Systems' goal is to achieve 100% Server Availability for the customer.

b) Remedy:

Hosting Systems will make every effort to get the failed Service up and running as soon as possible. Subject to Exceptions below, if the Server 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:

The Data Centre

This is covered by the SLA provided from the data centre. As such, any downtime produced by loss of power, fire or other issues that may occur at the data centre where they fail to meet their SLA may be compensated via their SLA. Hosting Systems is not responsible for the downtime caused by the data

centre and any credit provided under the data centre SLA is divided among customers affected based on the cost of their service.

External Connectivity

Our connectivity is dual BGB routed, provided by Congent and Avensys. Both these companies provide an SLA for any downtime that occurs. Hosting Systems are not responsible for the downtime of these companies. Hosting Systems is not responsible for the downtime caused by our routing providers and any credit provided under the routing providers SLA is divided among customers affected based on the cost of their service.

Support

The support SLA below covers all elements that Hosting Systems are in control of. This includes; routing, hardware support, operating system support. This does not include any failure of third parties to meet their support response rate such as hardware supplier's hardware replacement contract. The following SLA applies:

Annual Server Availability Credit Percentage

95% to 100%:	0%
90% to 95%:	5%
0 % to 95%:	50%

Exceptions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Server 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. DNS issues outside the direct control of Hosting Systems.

d. 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, PHP, misconfiguration or misuse of third party CMS such as WordPress etc.) any negligence, wilful misconduct, or use of the Services in breach of Hosting Systems' Terms and Conditions and Acceptable Use Policy.

e. 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 are not responsible for any routing issues caused by third parties. 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 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 service 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 month'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 paid by the customer for the affected Services. Credits are exclusive of any applicable taxes charged to the customer or collected by Hosting Systems.