



# **Service Level Agreement**

## Table of Contents

|   |          |
|---|----------|
| <b>1. Definitions.....</b>  | <b>3</b> |
| <b>2. Our Goal.....</b>   | <b>3</b> |
| <b>3. This SLA only applies to selected xHost Solutions services, as defined in the following list.....</b> | <b>4</b> |
| <b>4. Uptime Guarantee, Credit &amp; Remedy.....</b>  | <b>4</b> |
| <b>4.1 Dedicated Servers.....</b>   | <b>4</b> |
| <b>4.2 Colocation .....</b>   | <b>5</b> |
| <b>4.3 Cloud Servers.....</b>   | <b>5</b> |
| <b>4.4 Cloud Hosting (Shared/Reseller Hosting).....</b>   | <b>5</b> |
| <b>4.5 VPS &amp; SSD VPS Hosting .....</b>  | <b>6</b> |
| <b>5. Exception &amp; Service Outages .....</b>   | <b>6</b> |
| <b>6. Customer Claims Process.....</b>  | <b>8</b> |
| <b>7. Investigation of Service interruptions .....</b>  | <b>8</b> |
| <b>8. Modifications to SLA.....</b>   | <b>9</b> |
| <b>9. Sole Remedy.....</b>  | <b>9</b> |

xHost Solutions has developed this Service Level Agreement (SLA) to promote the reliability of our services, emphasise our commitment to providing the highest levels of network uptime and document our policies for compensating Customers where our services do not exceed the stated minimum performance levels as detailed in this SLA.

Your use of xHost Solutions services constitutes your acceptance of this Policy. xHost Solutions reserves the right to modify this policy at any time.

Should you have any questions regarding this Agreement, or any of our other policies, please contact us by emailing [sales@xhostsolutions.com.au](mailto:sales@xhostsolutions.com.au).

Last updated 09 July 2018.

## **1. Definitions**

- 1.1 “Customer” refers to the person or organisation purchasing or receiving a product or service from xHost Solutions.
- 1.2 “Service” or “Services” refers to the products or services ordered from xHost Solutions including but not limited to web hosting, dedicated servers, cloud and virtual servers, managed services, colocation, IP transit and domain names. The nature of these Services is identified via the Customer’s Client Area.
- 1.3 The “Provider”, “xHost Solutions” refers to xHost Solutions Proprietary Limited, with ABN 68 136 049 280 and ACN 136 049 280
- 1.4 “MyAccount” refers to the billing account supplied to the Customer upon registration, accessible at <https://myaccount.xhostsolutions.com.au/clientarea.php>.
- 1.5 "CloudLinux" means server-side software that monitors resources to ensure operation within set limits.
- 1.6 "Monthly Downtime" is calculated over a 31 day month.

## **2. Our Goal**

- 2.1 xHost Solutions goal is to achieve 100% availability across all Service(s), and for all Customers.

2.2 xHost Solutions maintains a fully redundant Juniper core network, utilities enterprise grade Dell hardware, EMC Storage and a variety of other technical features to achieve maximum uptime.

**3. This SLA only applies to selected xHost Solutions services, as defined in the following list**

- Dedicated Servers SLA 99.9%
- Colocation SLA 99.9%
- Cloud Servers SLA 99.95%
- Cloud Shared/Reseller Hosting SLA 99.95%
- VPS & SSD VPS Hosting SLA 99.9%
- Domains Not Covered
- SSL Not Covered

**4. Uptime Guarantee, Credit & Remedy**

In the event of Monthly Downtime as defined below, xHost Solutions will, at the Customer’s request, credit the Customer’s account in accordance with the table below

**4.1 Dedicated Servers**

| Service Availability | Monthly Downtime                                    | Credit Percentage |
|----------------------|---|-------------------|
| 100% to 99.9%        | Up To 44 minutes                                    | 0%                |
| 99.9% to 98%         | Between 44 minutes and 14 hours 52 minutes          | 20%               |
| 98% to 95%           | Between 14 hours 53 minutes and 37 hours 12 minutes | 60%               |
| Less than 95%        | More than 37 hours 12 minutes                       | 100%              |

| Service Availability | Monthly Downtime                                    | Credit Percentage |
|----------------------|---|-------------------|
| 100% to 99.9%        | Up To 44 minutes                                    | 0%                |
| 99.9% to 98%         | Between 44 minutes and 14 hours 52 minutes          | 20%               |
| 98% to 95%           | Between 14 hours 53 minutes and 37 hours 12 minutes | 60%               |
| Less than 95%        | More than 37 hours 12 minutes                       | 100%              |

## 4.2 Colocation

## 4.3 Cloud Servers

| Service Availability | Monthly Downtime                                    | Credit Percentage |
|----------------------|---|-------------------|
| 100% to 99.95%       | Up To 22 minutes                                    | 0%                |
| 99.95% to 98%        | Between 22 minutes and 14 hours 52 minutes          | 20%               |
| 98% to 95%           | Between 14 hours 53 minutes and 37 hours 12 minutes | 60%               |
| Less than 95%        | More than 37 hours 12 minutes                       | 100%              |

## 4.4 Cloud Hosting (Shared/Reseller Hosting)

| Service Availability | Monthly Downtime                           | Credit Percentage |
|----------------------|--|-------------------|
| 100% to 99.9%        | Up To 44 minutes                           | 0%                |
| 99.9% to 98%         | Between 44 minutes and 14 hours 52 minutes | 20%               |

|               |   |      |
|---------------|---|------|
| 98% to 95%    | Between 14 hours 53 minutes and 37 hours 12 minutes | 60%  |
| Less than 95% | More than 37 hours 12 minutes                       | 100% |

#### 4.5 VPS & SSD VPS Hosting

| Service Availability | Monthly Downtime                                    | Credit Percentage |
|----------------------|---|-------------------|
| 100% to 99.9%        | Up To 44 minutes                                    | 0%                |
| 99.9% to 98%         | Between 44 minutes and 14 hours 52 minutes          | 20%               |
| 98% to 95%           | Between 14 hours 53 minutes and 37 hours 12 minutes | 60%               |
| Less than 95%        | More than 37 hours 12 minutes                       | 100%              |

Unless specified, all other Service(s) do not offer any credit percentage for service availability that is less than 100%.

#### 5. Exception & Service Outages

- 5.1 An outage refers to any interruption of services covered under this Service Level Agreement, where the content of Customers service is unavailable for access via HTTP and/or HTTPS, as measured by xHost Solutions.
- 5.2 Where an outage continues for a period of more than 5 minutes, then such outage will be deemed Downtime.
- 5.3 Where xHost Solutions determines the outage is related to faulty hardware, downtime is calculated from when xHost Solutions has acknowledged the fault is due to hardware failure to when xHost Solutions either replaces the faulty components or provisions a new server and powers the server on. Time taken to reload software, rebuild RAID arrays and/or assist Customer with restoration of backups is excluded for the purpose of calculating downtime.

5.4 Unless expressly stated to the contrary, the following do not constitute outages or downtime as defined above and no credit will be due to the Customer for downtime calculated where:

- The problems relate solely to FTP, POP, IMAP, SMTP and/or Web mail;
- Scheduled or emergency maintenance is performed and that maintenance is advised via email to the Customer prior to the maintenance being performed;
- Any failure or delay that is due in whole or in part to circumstances beyond the reasonable control of Velocity Host, including without limitation, acts of any government authority, war, sabotage, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or delay in telecommunications, upstream provider(s) or third party services, failure of third party software (including but not limited to cPanel, MSPControl Panel, Softaculous, Veeam, WHMCS, eCommerce software, payment gateways, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of Services;
- DNS issues occur outside the direct control of Zone Networks, including but not limited to, DNS propagation;
- Downtime results from any act or omission of the customer (or their authorised agent), including without limitation, custom scripting or coding (e.g. CGI, Perl, HTML, ASP, PHP etc), negligence, wilful misconduct, or use of the Services in breach of xHost Solutions Terms and Conditions of Use and Acceptable Use Policy;
- Email or webmail delivery and transmission;
- Outages elsewhere on the Internet hinder access to your account.
- SLA breaches reported by third party monitoring services belonging to or engaged by the Customer.

- Denial of Service (DoS) or Distributed Denial of Service (DDoS) attacks against a Customer(s) or our network.
- Court orders or similar legal proceedings, brought against the Customer, which prevent xHost Solutions from providing a specific service to the Customer.
- CloudLinux making the Service unavailable due to excessive resource consumption.

## **6. Customer Claims Process**

- 6.1 In order to receive a credit, Customer must make a formal request by opening a support ticket via their MyAccount account. Customer must quote Customer's account name or Company name, and the dates and times of the unavailability of Customer's services. All claims must be received within 7 days of the end of the month in which the outage(s) occurred. If the Downtime is confirmed by xHost Solutions, credits will be applied to your next scheduled billing cycle after receipt of Customer's request. Credits are not refundable and can only be used towards future billing charges.
- 6.2 The total amount credited to a Customer in a particular month under this Agreement shall not exceed the total recurring monthly contract fee for Service(s) paid by Customer. Excess data fees, management package fees, software licence fees and additional products/services fees are excluded from all calculations for credits.

## **7. Investigation of Service interruptions**

- 7.1 At Customer's request, xHost Solutions will investigate any report of Downtime, and attempt to remedy any Downtime expeditiously. If xHost Solutions reasonably determines that all services furnished by xHost Solutions are functioning properly, and that Downtime arose from some other cause, xHost Solutions can continue to investigate the Downtime at Customer written request and expense.



7.2 In the event that Customer disputes the amount of Downtime calculated by xHost Solutions, xHost Solutions will assign a technical support manager to review the monitoring logs, Customer emails and any other relevant information, and provide Customer with details of this review. If there is still dispute following the provision to Customer of a detailed review, the onus rests with the Customer to provide evidence to the contrary. xHost Solutions management reserve the right to assess any evidence provided by Customer and provide Customer with a final decision.

## **8. Modifications to SLA**

8.1 xHost Solutions reserves the right to modify this SLA at any time. All modifications will be posted on the xHost Solutions website.

## **9. Sole Remedy**

9.1 The terms and conditions contained within this Service Level Agreement shall be the Customer's sole remedy and xHost Solutions sole obligation for any Downtime.