



ServersAustralia
MANAGED HOSTING SOLUTIONS

NETWORK SERVICE LEVEL AGREEMENT
(SLA)

Network Service Level Agreement (SLA)

1. TICKET RESPONSE TIME SLA

- 1.1** Servers Australia's customers are covered by our thirty minute initial ticket response time guarantee. This means that when you log a ticket via our online portal, we will respond to your issue within 30 minutes, guaranteed. This applies to all services and is available 24 hours per day 365 days per year. If we fail to respond within 30 minutes you will be credited back for the amount of time x 25, over the 30 minutes that we did not respond. This means if we take 1.5 hours to respond to a ticket, you will be credited your hosting cost for that 1 hour x 25, which equates to 25 hours of rebate!

2. HARDWARE REPLACEMENT SLA

- 2.1** Servers Australia guarantees that in the event of a dedicated server hardware failure, the faulty hardware will be replaced within 30 Minutes of identifying the problem. In the event that this guarantee is not met, Servers Australia will issue a credit for 20 x the actual amount of additional downtime (Credits are limited to a maximum of one month credit).
- 2.2** This guarantee does not include the time it takes to perform additional software related maintenance, this includes but not limited to:
- (a) Rebuilding web accounts from backups
 - (b) Cloning hard drives
 - (c) Reloading the operating system
 - (d) Reloading and configuring applications
 - (e) Rebuilding RAID arrays

3. NETWORK UPTIME SLA

- 3.1** Servers Australia guarantees that our network uptime will be 100%. This guarantee assures that all major routing devices within our network are reachable from the global internet 100% of the time.

4. NETWORK SLA EXCLUSIONS

4.1 Many possible situations are completely beyond the control of Servers Australia, and therefore are not in the scope of this SLA. These situations include:

(a) **Scheduled Maintenance**

Servers Australia requires from time to time the ability to perform maintenance on the network. Servers Australia will provide notification via email (to the technical and administrative contact listed in the Portal), to the following schedule:

Category	Notice Period	Duration	Period
Consultive	As Agreed	As Agreed	As Agreed by Parties
Planned	5 Business Days	<3 Hours	1:00am - 5:00am (AEST)
Unplanned	24 Hours	<10 mins	1:00am - 5:00am (AEST)
Emergency	-	< 5 Mins	1:00am - 5:00am (AEST)

(b) **Hardware Maintenance**

On rare occasions, the hardware in your Dedicated Server may need maintenance or replacement. Servers Australia will do everything possible to minimize any downtime in these situations per our hardware replacement SLA. Any downtime incurred as a result of this maintenance will not be counted towards our network SLA.

(c) **Software Maintenance**

An important part of managing a dedicated server is keeping the software up to date. If you choose to have Servers Australia manage your server, occasional software updates will be required to address security or performance issues. Usually you will experience little or no downtime in these situations, but we cannot guarantee a specific amount of time in all situations.

(d) **Malicious Attacks**

If a third party not associated with Servers Australia initiates a "Denial of Service" or other form of disabling attack against your hosting or major portions of the Servers Australia core network, Servers Australia will do everything in its power to stop the attack, but cannot guarantee a resolution time.

(e) **Legal Actions**

In the case that a legal action is taken against a customer of Servers Australia and Servers Australia is required to act in accordance with the order, Servers Australia shall not be responsible for any SLA damages.

(f) **cPanel Issues**

If you choose to run cPanel and Web Host Manager on your Dedicated Server, the default install will be configured for automatic updates of you cPanel related software. On occasion, one of these automatic updates could adversely affect all or part of the cPanel related software on your server. Servers Australia will do whatever is necessary to fix any cPanel related problems, but cannot guarantee a resolution time.

5. NETWORK SLA REMEDY

- 5.1 In the event that Servers Australia does not meet this SLA, ALL Hosting clients will become eligible to request compensation for any downtime. If Servers Australia is or is not directly responsible for causing the downtime, the customer will receive a credit for **25 times (2,500%) the actual amount of downtime**. This means that if your server is unreachable for 1 hour (*beyond the 0.0% allowed*), you will receive 25 hours of credit (Credits are limited to a maximum of one month credit).

6. HOW TO REPORT A PROBLEM

- 6.1 Servers Australia technicians are available 24 hours a day. There are a number of ways to reach us, including toll free phone support, online help desk, and e-mail.

7. HOW TO CLAIM AN SLA

- 7.1 All requests for compensation must be received within 5 business days of the incident in question. The amount of compensation may not exceed the customer's monthly recurring charge. This SLA does not apply for any month that the customer has been in breach of Servers Australia Terms of Service or if the account is in default of payment.