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Website Hosting Service Level Agreement

1. Coverage; Definitions

This Website Hosting Service Level Agreement (SLA) applies to you (the "customer") if you have ordered any of the following hosting account services (the "services") from Netshine Software Limited, and your account is in credit (ie. no payments from you are overdue): Shared Web Hosting Plans (Netshine Starter, Mambo Starter, Joomla Starter, Netshine Silver, Mambo Silver, Joomla Silver, Netshine Gold, Mambo Gold, Joomla Gold). As used in this SLA, the term "website availability" means the percentage of a particular month (based on 24-hour days for the number of days in the month) that the content of the customer's website is available for access by third parties via HTTP and HTTPS, as measured by Netshine Software Limited.

2. Service Level

a. Uptime:

All shared hosting servers are subject to periodic downtime for essential maintenance tasks, or to rectify problems. We aim to provide 99.7% uptime per month - that is, any website hosted with us should not become unavailable for more than 4 minutes per day (on average over the course of the month).

b. Downtime Remedy:

Subject to Sections 3 and 4 below, if the website availability of the customer's website is less than 99.7%, Netshine Software will issue a credit to the customer in accordance with the following schedule, with the credit being calculated on the basis of the monthly service charge for the affected services:

Website Availability	Credit Percentage
99.7 to 100%	0%
98% to 99.6%	10%
95% to 97.9%	25%
90% to 94.9%	50%
89.9% or below	100%

c. Problem Resolution:

During normal business hours (Monday to Friday, 9am to 5pm), Netshine Software Limited aims to provide an initial response to all support requests within 4 working hours. At busy times, this may be extended to 1 working day. Outside normal business hours (weekends, bank holidays), Netshine Software Limited aims to answer all support requests within 2 days (whether working days or not).

Naturally, Netshine Software Limited cannot guarantee a solution to the problem within a particular timeframe, as this depends on the nature of the problem, but the customer will be kept informed of any progress in addressing the issue.

Netshine Software Limited will only take responsibility for issues that are within their direct control and relate to providing a hosting service for the customer's website. Netshine Software Limited does not guarantee to provide support for third-party software or scripts that the customer's site uses, regardless of whether such software or scripts were installed by Netshine Software Limited or not (although we do try to help out where we can).

d. Problem Resolution Remedy:

If a customer feels that a problem has not been responded to within a reasonable timeframe (within 1 working day during normal business hours, or within 2 elapsed days outside normal business hours), they may apply for a service credit (see section 4 below). If Netshine Software Limited agrees that the SLA has been breached, the customer will be credited with 50% of that month's service fees for each separate incident up to a maximum of 100% in any single month.

3. Exceptions

The customer shall not receive any credits under this SLA in connection with any failure or deficiency of website availability caused by or associated with:

- a. circumstances beyond Netshine Software Limited's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor 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. scheduled maintenance and emergency maintenance and upgrades;
- c. DNS issues outside the direct control of Netshine Software Limited;
- d. issues with FTP, POP, IMAP, or SMTP customer access;
- e. customer's 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 Netshine Software Limited's Terms and Conditions;
- f. e-mail or webmail delivery and transmission;
- g. DNS (Domain Name Server) Propagation.
- h. outages elsewhere on the Internet that hinder access to your account. Netshine Software Limited is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Netshine Software Limited will guarantee only those areas considered under their control: their own server links to the Internet, routers, and servers.
- i. downtime due to having your website hosting account moved to a different server (you will be informed about this in advance, should it become necessary or recommended).

4. Credit Request and Payment Procedures

In order to receive a credit, a customer must make a request by sending an email message to credit@netshine.co.uk. Each request in connection with this SLA must include the customer's user name and the dates and times of the unavailability of the customer's website or the date and time that the customer requested support for a problem and the date and time of Netshine Software's initial response, as well as the reason for dissatisfaction, and must be received by Netshine Software Limited within ten (10) business days after the customer's website was not available, or within twenty (20) business days of the initial support request (the latter only if the claim is in respect of clause d in section 2 above). If the unavailability is confirmed by Netshine Software Limited, credits will be applied within one billing cycle after Netshine Software Limited's receipt of the customer's credit request. Credits are not refundable and can be used only towards future billing charges except at Netshine Software Limited's sole discretion.

Notwithstanding anything to the contrary herein, the total amount credited to the customer in a particular month under this SLA shall not exceed the total hosting fee paid by the customer for such month for the affected Services. Credits are exclusive of any applicable taxes charged to the customer or collected by Netshine Software Limited, and are the customer's sole and exclusive remedy with respect to any failure or deficiency in the website availability of the customer's website or delay in response to requests for support.

Note: Credits are not refundable and can be used only towards future billing charges unless otherwise agreed with Netshine Software Limited at Netshine Software Limited's sole discretion.