

## Hosting365.ie SLA

### Connectivity & Infrastructure Service Level Agreement

- Purpose:** To ensure adequate internet access to the customer's web site and availability of power and HVAC to the Customer System.
- Description:** In lieu of separate SLAs covering details such as packet loss and latency, this integrated SLA addresses bandwidth and connectivity from the perspective of the web site visitor, as well as covering power and HVAC availability to the Customer System.
- Measurement:** Connectivity shall be measured by checking the response of multiple third party websites, external to the Hosting365.ie network at a frequency of 90 seconds, 24/7/365 using the monitoring services of Hosting365.ie.
- Measurements shall be the mean values in seconds, using a 90 second interval, computed each day from midnight to midnight GMT.
- Targets:** Connectivity to the Customer System shall be available 100% of the time in any given month. Availability is defined as the ability of the Hosting365.ie monitoring services to send a request and receive a response from the monitored external websites. Connectivity downtime is measured from the time the trouble ticket is opened by a customer to the time connectivity is restored.
- Performance of the connectivity to the Customer System should include 0% Packet Loss and an RTA of less than 50ms from the Hosting365.ie Monitoring Systems.
- Power & HVAC to the Customer System shall be available 100% of the time in any given month. Power and HVAC includes functioning of all power and HVAC infrastructure, including UPS's, PDU's and cabling, but does not include the power supplies on Customer Systems. Infrastructure downtime is measured from the time the trouble ticket is opened by a customer to the time the problem is resolved and the server powered back on.
- Planned Outages and scheduled downtime shall be excluded from these targets. Performance impacts caused by Customer configuration / software or hardware failure shall be excluded from these targets.
- Reporting:** Hosting365.ie shall generate all reports. All reports will be available through the customer portal provider to the Customer by Hosting365.ie and will be provided via Email on request.
- Fees:** The Customer shall pay all charges specified in the Service Agreement as agreed.
- Responsibilities:** The Customer shall supply the Monitored Server acceptable to Hosting365.ie and, in the case of a server, shall pay Hosting365.ie's normal fees associated with the colocation and ongoing maintenance of this server.
- The Customer shall pay all fees due to Hosting365.ie on time, to ensure compliance with this SLA.
- The Customer shall report deviations to Hosting365.ie within 4 working days following the occurrence of such deviations.

Hosting365.ie shall verify Customers reports of deviations and issue any credits due within 30 days of receiving such reports.

**Corrective Actions:** Upon being notified by the Customer of a missed Service Level, Hosting365.ie shall promptly diagnose the cause and take reasonable actions to correct it.

It is Hosting365.ie's intention that no peering or transit link shall exceed utilization greater than 50% of its capacity. Hosting365.ie's policy is to upgrade its links in advance as necessary to achieve this goal. However, there is no service level agreement or guarantee based on Hosting365.ie taking such actions.

**Remedies:** The Customer shall receive a full days credit for charges paid for Colocation or connectivity for each hour in any given month which the Service Level is not met. Such credit shall be limited to the equivalent of one months fees paid by the Customer for Colocation / Connectivity under this Agreement.

**Risk Transfer & Limitation of Liability:** Hosting365.ie's financial responsibility shall be limited to the remedies presented herein. The Customer is encouraged to obtain third-party insurance to cover potential loses that are greater than those covered by the Remedies contained herein

**Contract:** This Service Level Agreement is an Exhibit to the Services Agreement entered into by the Customer with Hosting365.ie. The definitions, terms and conditions of that Agreement are incorporated herein by reference.