

**Hosting365.ie SLA**

**Hardware Service Level Agreement**

**Purpose:** To define the classification of incidents, means of reporting, and establish expectations for availability and response times in relation to Hardware leased by Customers from Hosting365.ie.

**Description:** Hosting365.ie provides support services for Hardware supplied as a component of Services. Hosting365.ie will replace or repair any failed components of Hosting365.ie owned servers at no cost to the customer. Replacement will commence once Hosting365.ie identifies the cause of the problem. This SLA describes the expected response and replacement times of those services.

**Measurement:** The Service Levels are defined in terms of availability to Customers and in terms of time to respond to Customer initiated trouble tickets.

Hosting365.ie uses the following Incident Classification System:

Severity	Criteria
High	The entire site is down, performance has become unacceptable, or a major function affecting many visitors or buyers is inoperative.  Examples: Failure of a non-redundant component, such as a database server, or non redundant disk or power supply;
Low	The site is operating normally, but a redundant component or supporting feature has failed.  Examples: Failure of a disk or server in a redundant RAID array or cluster, where the remaining disks or servers can adequately handle the increased load. Failure of one of a multiple of redundant power supplies.
Normal	The site is available and performing adequately.  Examples: Preventative maintenance, upgrades, non-urgent patches, certain configuration changes.

**Targets:** Replacement Times in the case of a Hardware failure:

High	Low	
Four Hours 04:00	Next Business Day	Professional Servers
Next Working Day	Within five working days	All Other Servers

- 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:** Charges for hardware / dedicated servers include all charges for hardware maintenance and replacement. There are no fees uniquely associated with this SLA. Non Professional servers can avail of faster replacement times by paying a surcharge.
- Responsibilities:** The Customer shall pay all charges 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.
- Monitoring:* Hosting365.ie shall perform all monitoring functions.
- Dispatch:* Hosting365.ie shall perform all dispatch functions, including keeping the Customer informed as to the status and eventual completion of replacements or repairs.
- Problem Determination:* Hosting365.ie shall perform all problem determination functions.
- Problem Resolution:* Hosting365.ie shall perform all problem resolution functions.
- 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.
- Remedies:** The Customer shall receive a full days credit for charges paid for Hardware / Dedicated Server 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 Hardware / Dedicated Server 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.