



Speedster-IT Service Level Agreement

1. Coverage; Definitions

This Hosting Availability Service Level Agreement (SLA) applies to you ("customer") if you have ordered any of the following hosting account services from Speedster-IT Ltd. (the "Services") and your account is current (i.e., not past due) with Speedster-IT Ltd. Shared Web Hosting Plans (Virtual Server) or Virtual Private Servers, Dedicated Servers and Managed Dedicated Servers. As used herein, the term "Server Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the customer's server is available for access by third parties as measured by Speedster-IT Ltd.

2. Service Level

- a. Goal: Speedster-IT Ltd's goal is to achieve 100% Server Availability for all customers.
- b. Remedy: if the Server Availability of customer's server is less than 99% in any month, Speedster-IT Ltd will issue a credit to customer in accordance with the following schedule, with the credit being calculated on the basis of the monthly service charge for the affected Services:

Server Availability	Credit Percentage
100% to 99%	0%
98.9% to 95%	5%
94.9% to 89.9%	10%
89.8% to 84.9%	25%
84.8% and below	50%

3. Exceptions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Server Availability caused by or associated with:

- a. circumstances beyond Speedster-IT Ltd. 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, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain supplies, or power used in or equipment needed for provision of this SLA;
- b. Attacks by viruses or hackers, including Distributed Denial of Service (DoS) attacks against Speedster-IT Ltd's network;
- c. failure of access circuits to the Speedster-IT Ltd. network unless such failure is caused solely by Speedster-IT Ltd;
- d. scheduled maintenance and system upgrades, or emergency maintenance;
- e. DNS issues outside the direct control of Speedster-IT Ltd;
- f. issues with FTP, POP, IMAP, or SMTP customer access;
- g. false SLA breaches reported as a result of outages or errors of any Speedster-IT Ltd. measurement system;
- h. customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, etc), any negligence, willful

misconduct, or use of the Services in breach of Speedster-IT Ltd. Terms and Conditions and Acceptable Use Policy;

- i. e-mail or web mail delivery and transmission;
- j. DNS (Domain Name Server) Propagation.
- k. outages elsewhere on the Internet that hinder access to your account. Speedster-IT Ltd. is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Speedster-IT Ltd. will guarantee only those areas considered under the control of Speedster-IT Ltd.: Speedster-IT Ltd. server links to the Internet, Speedster-IT Ltd. routers, and Speedster-IT Ltd. servers.
- l. Failure of hardware/equipment owned by the customer until remedied unless such failure was caused by Speedster-IT.

4. Access

- a. Speedster can arrange engineer attendance at their Level 3 datacentre. Such access must be arranged in advance and will not be unreasonably refused. Onsite visits have to be co-ordinated and accompanied by Speedster with a minimum attendance charge of £25 for the first hour or part thereof and £20 per hour for each subsequent hour. Access at weekends or Bank Holidays will be at double-rate. Remote access to the server will also be provided to reduce the likelihood of onsite visits.

5. Credit Request and Payment Procedures

In order to receive a credit, customer must make a request for credit by email or in writing to Speedster-IT Ltd. Each request in connection with this SLA must include the dates and times of the unavailability of customer's server and must be received by Speedster-IT Ltd within seven business days after customer's service was not available. If the unavailability is confirmed by Speedster-IT Ltd., credits will be applied within 30 days after Speedster-IT Ltd. receipt of customer's credit request. Notwithstanding anything to the contrary herein, the total amount credited to customer in a particular month under this SLA shall not exceed 50% of the hosting fee paid by customer for such month for the affected Services. Credits are exclusive of any applicable taxes charged to customer or collected by Speedster-IT Ltd. and are customer's sole and exclusive remedy with respect to any failure or deficiency in the Server Availability of customer's server. No consequential losses of service will be considered.

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