

Service Level Agreement

Business Web Hosting Packages

Overview

This Service Level Agreement, herein referred to as SLA outlines your expectations and our obligations with regardless to providing web hosting services. It also provides details on compensation to be provided in the event we fail to meet these obligations.

Target Uptime

The target availability of our web hosting is **99.5% availability** within a given 30 day calendar month.

The system is considered “down” when due to circumstances under the direct control of First Time Solutions, no person is able to access your public website.

If the reason for the problem is one of the included faults specified under “Scope-Included Faults”, and the availability target of 99.5% is not met, you may be eligible for compensation.

The specific details for what count towards the availability target is specified on the following pages.

Scope of SLA Coverage

This SLA applies only to the availability of hosting of your public website. It only applies to customers who have a good standing Business Web Hosting Package with First Time Solutions.

Included Faults (May be eligible for compensation)

- Server Offline due to Physical Fault (hard-drive, raid controller, ram, cpu, psu, network card)
- Host Operating System Fault (Server 2008 R2)
- Server Configuration Error
- Web server (IIS) Down
- Database server (MS SQL Server) Down

Not Included Faults (Not Eligible for Compensation)

- Email
- Performance, quality or speed of services
- Coding or Configuration Issues specific to your website
- Statistics
- DNS
- Control panel access
- Administrative tools
- Inability of a specific user(s) to access the service.

Maintenance (Not Eligible for Compensation)

Downtime due to maintenance, is excluding from the coverage of the SLA

- Scheduled Maintenance is any downtime where notice has been provided at least 24 hours in advance
- Emergency Maintenance is any downtime where notice is provided at least 1 hour in advance and the expected duration is less than 3 hours.

Extenuating Circumstances (Not Eligible for Compensation)

Any downtime or fault due to the following circumstances are not covered by this SLA, and thus does not count towards or reduce the system uptime metric for the purpose of compensation

- Denial of Service and Distributed Denial of Service Attacks
- Downtime caused by a fault outside of our network.
- Extended fault including but not limited to local ISP, national and international network issues, and local/national/global routing issues.
- Any action First Time Solutions is required to undertake or perform by law, or legal proceedings that disrupts the service.
- Downtime or outage resulting from events or circumstances outside the direct control of First Time Solutions including fire, floods, civil unrest, natural disasters, terrorism, acts of god.
- Suspension or Termination of your account at the discretion of First Time Solutions

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Compensation Rates

System Uptime (in a given calendar month)		Compensation (% of monthly fee credited to following months account)
Availability as applies to SLA Eligibility		
99.5%	100%	0%
99%	99.4%	10%
96%	98.9%	30%
92%	95.9%	70%
< 91.9 %		100%

The credit does not include the cost for any extra bandwidth purchased.

The compensation credit will be applied as a discount credit to the following month's bill.

The maximum compensation payable by First Time Solutions, regardless of the circumstances is a credit for the months hosting fee, as outlined in the current SLA's Compensation Rates table.

Credit Eligibility

To be eligible for compensation the outage or downtime must extend for at least 1 continuous hour.

You must apply in writing for a credit under this SLA if you believe you are entitled to one.

The credit will be in the form of a discount applied to the following month's bill.

The determination of the availability of a system in a given calendar month will be at the sole discretion of First Time Solutions. Their decision on the eligibility for compensation will be final.

Terms and Conditions

This SLA is subject to change without notice; you can access the latest version by visiting the website of First Time Solutions at www.firsttimesolutions.com.au.

Acceptance of this agreement indicates that you are satisfied with the terms of compensation specified in the event of any incident occurring or dissatisfaction with your web hosting package.

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