



## HOSTING SERVICE LEVEL AGREEMENT (SLA)

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This Service Level Agreement of ASPWEBHOSTING.COM.AU (AspWebHosting) is the agreement between individual and organization whom have used services of AspWebHosting and applied to all those whom use products and services of AspWebHosting. Customer must read, agree and accept all terms and conditions that herein in this SLA. AspWebHosting has the right to amend, change, modify and suspend from time to time in its discretion by posting amendment version on its site.

### **1. Service**

AspWebHosting provides services that requested by customers which customers have agreed to shell out what customers had chosen by clicking the available choices on the AspWebHosting site.

### **2. Technical Support**

AspWebHosting provides customers with technical support on setting up an account on one or more products and services, website and any others website failures that associated with main technical failure for free. AspWebHosting do not provide support/service on software and applications, scripts (coding) or components from third party and/or designed by customers. AspWebHosting's server is always under continuous monitoring 24 hours a day, 7 days a week and 365 days a year. Our technical support staffs are available via live chat, phone and ticket which implied on our website.

Please contact AspWebHosting by those facilities and consult your technical problems by providing complete explanation on the problem customer has been experiencing and a valid customer data. Do not send more than one ticket for the same problem. For technical problem, customer is required to send ticket by login to the customer

area that valid and related to customer's account/website. Technical problem tickets that been sent to irrelevant department/section will be ignored.

### **3. Payment and Question on Associate Account**

All questions about payment of purchased services will be sent to customer's ticket area of associate account. All questions about AspWebHosting services, purchasing new account and available discounts are performed by phone, live chat and ticket/e-mail which implied on AspWebHosting's website.

### **4. Escalation**

In the case of customer is not satisfied with AspWebHosting service or customer did not get the solution of any technical problem which described in this agreement, customer should contact Hosting Product Manager by using ticket with addition of keyword "Complaint" on the title. Hosting Product Manager will revise customer's problem and needs in one (1) work day. If the problem is complicated or need extensive observation, the solution is not assured to be given in one (1) work day.

### **5. Online Supporting Tools, Control Panel and Server Management**

AspWebHosting provides customer with online facilities, customers are expected to use those online supporting tools for each of its function. These supporting tools, including product knowledge and manual, can be read in Knowledge Base article on customer's area. Our technical support staffs are ready to assist customers to be familiar with these tools. Technical support staffs will not help customers to do any task that can be accomplished by using tools/means that already available.

### **6. Server Availability and Activity**

AspWebHosting is committed to provide customers with high quality services. To establish this commitment, AspWebHosting present the followings:

## 6.1. (Web) Server Application

(a) **AspWebHosting guarantee 99.9% uptime per month for all web server.** Server is defined as customer ability, by means of web browser, to obtain HTTP header from a hosting server. AspWebHosting do not supervise individual website availability, AspWebHosting only supervise the entire server availability.

(b) **Monitoring.** To verify the UP server, AspWebHosting will ping the HTTP protocol on server with HTTP header every 5 minutes for 30 seconds period. In the case of HTTP server not respond, server will be assumed is in no-operate condition and will be automatically reboot/restart. If reboot/restart process do not solve the failure, then the problem will be delivered to Support Centre staff.

In the case of two (2) or more HTTP tests are failed, downtime server will be registered as the total of fail minutes from first and last test. Downtime less than five (5) minutes will be not recorded. AspWebHosting counts server uptime based on the types of monitoring server.

## 6.2. Mail Server

(a) **Availability.** AspWebHosting assures 99.9% uptime per month for each mail server. Server is defined as customer availability to send (SMTP) and receive (POP3) e-mail from a particular mail server. AspWebHosting do not monitor individual e-mail account, only monitor the accessibility of entire mail server. Mail server downtime that caused by e-mail service rejection (abuse), mail bombing and other flooding techniques will not be counted in uptime estimation. Mail delivery protocol (SMTP) is 'store-and-forward' type of protocol that do not assures instant e-mail delivery. If first attempt failed, mail server will keep sending e-mail according to scheduled time. If an e-mail can not be delivered in 48 – 72 hours, email will be sent back to sender.

(b) **Monitoring.** To verify the UP server, AspWebHosting will ping the HTTP protocol on server with HTTP header every 5 minutes for 30 seconds period. In the case of HTTP server not respond, server will be assumed is in no-operate condition and will be

automatically reboot/restart. If reboot/restart process do not solve the failure, then the problem will be delivered to Support Centre staff.

In the case of two (2) or more SMTP or POP test are failed, downtime server will be registered as the total of fail minutes from first and last test. Downtime less than five (5) minutes will be not recorded. AspWebHosting counts server uptime based on the types of monitoring server.

### **6.3. Connection/Network Availability**

Connection/Network Availability is defined as AspWebHosting network capability to navigate the in and out traffic through TCP/IP protocol. The un-accessibility of a server that is caused by the unavailability of the network / connection is not included in server uptime. Service interruptions due to problems in the backbone or at the customer network are beyond AspWebHosting control and are not included in uptime calculations. Interruption of service caused by denial of network attacks (network attack) are beyond AspWebHosting control and are not included in uptime calculations.

### **6.4 Maintenance / Scheduled Maintenance.**

To ensure optimum performance from servers, AspWebHosting will perform routine maintenance on the server. Such maintenance often requires AspWebHosting server to be offline. AspWebHosting accounted for a two-hour server downtime per month for maintenance purposes. In these conditions were not included in server uptime calculations. Maintenance is usually done during off-peak hours. AspWebHosting will send prior notice if such maintenance occurs.

### **6.5. Penalty if not eligible.**

(a) **Uptime Server.** Once the customer account has been activated, if server downtime per month is under the provisions of promise, AspWebHosting will provide compensation to customers, according to the provisions below:

Server uptime 98.0% - 99.0%: adding validation hosting for 14 days

Server uptime 95.0% - 97.9%: adding validation hosting for 1 month

Server uptime 90.0% - 94.9%: adding validation hosting for 2 months

Server uptime 89.9% or below: adding validation hosting for 3 months

To get the compensation mentioned above, customer must specifically request it in no later than 1 (one) month after downtime occur. Customers should enclose all the details of the date and time when server downtime occurs along with detailed customer website. Such information should be submitted via the ticket to the AspWebHosting's technical support. AspWebHosting will compare the information with its existing server monitoring data. Compensation will be given if the guarantee is confirmed.

(b) **Maximum Total Penalty.** Total compensation shall not exceed the billing-cycle hosting package purchased by the customer.

(c) The compensation will not be granted if customer accounts past due, suspended, or pending.

## **7. Capacity Storage Servers.**

Each account is allotted to the storage capacity of AspWebHosting servers according to the package or the option chosen by customer. The storage capacity can be enhanced through features add-on at an additional cost to the maximum allowed for any package or service, as described in AspWebHosting's website. Server may stop accepting, processing, or delivering data when the account expires / expired, which could also caused website's services, e-mail and other services encounter a downtime or data loss. AspWebHosting is not responsible for unavailability, or loss and data loss.

## **8. Data Ownership.**

All data (a) made by the customer and / or (b) stored by customer within AspWebHosting applications and server is owned by customer and is used exclusively by customer unless access to these data allowed by customer. AspWebHosting will allow access to such data by authorized personnel and shall provide access in accordance with AspWebHosting Privacy Policy. AspWebHosting makes no claims of

ownership of any web server content, e-mail content, or other type of data contained in the hosting space and customer applications on AspWebHosting servers.

## **9. Integrity of Data.**

AspWebHosting uses RAID techniques to ensure the integrity of the existing data on each server and data is written into two disks simultaneously to prevent data loss in a hardware failure. AspWebHosting reserves the right to place the account in non-RAID server as needed. Routine backups are made only for emergency recovery purposes only. AspWebHosting WILL NOT RETURN DATA ON CUSTOMER DEMAND. Web server log file are not included in the backup and cannot be recovered during server restoration. In the subject of the corrupted data, hardware failure or data loss, AspWebHosting will make efforts to restore lost or corrupted data from the backup server. AspWebHosting is not responsible for any loss of data or content.

AspWebHosting recommends customers to maintain a local copy of all data that are uploaded or stored on AspWebHosting servers.

## **10. Data storage.**

ASPWEBHOSTING WILL NOT SAVE / MAINTAIN ANY CUSTOMER DATA AFTER AN ACCOUNT BEING DEACTIVATED. ALL DATA WILL BE DELETED (A) OF THE SERVERS AT THE TIME ACCOUNT CLOSED AND (B) OF THE BACK-UP FOR BACK-UP ROTATION SCHEDULED. ASPWEBHOSTING WILL NOT TAKE THE CUSTOMER DATA, WHETHER "BURN" IT IN THE FORM CD, OR SEND DATA RELATING TO THE ACCOUNT CLOSED.

## **11. Customer Responsibilities.**

To access AspWebHosting's services, customer must meet the following minimum requirements:

- (a) Internet connection with sufficient bandwidth and quality to allow trouble-free browsing and upload / download data;
- (b) Internet browser run and function properly and optimally;
- (c) POP / SMTP e-mail software (eg. Outlook) function properly and optimally;
- (d) Facility to develop and publish content as customer required;

(e) Means for accessing the database server if the service feature has been purchased by the customer as part of the service of customer's account.

**12. Statement of Ownership.**

AspWebHosting respects the privacy of the customer. Please refer to the AspWebHosting Privacy Policy for more information.