

netvirtue

Service Level Agreement

Document Change History

The following Change History log contains a record of changes made to this document:

Published / Revised	Version #	Author	Section / Nature of Change
5 Nov 2011	1.0	Management	Initial Creation
2 Jan 2012	2.0	Management	Updated with further requirements / added contents and document control
12 Mar 2014	3.0	Management	Updated Layout, Increased Credit Percentages and Added Document Control
6 Oct 2016	3.1	Management	Added Colocation SLA
7 Nov 2016	3.2	Management	Added Dedicated Server SLA

TERMINOLOGY

This table defines any additional terminology and acronyms used in this document.

Table 1: Terminology and Acronyms

Term	Definition
FTP	File Transfer Protocol
SSL	Secure Socket Layer
SLA	Service Level Agreement
VPS	Virtual Private Server
nvArea	Client Management portal https://nvarea.com.au (billing, ordering, services etc.)
URL	Uniform Resource Locator
ISP	Internet Service Provider

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1. Definitions

- 1.1. "Net Virtue" means Net Virtue Pty Ltd (ACN: 152 900 260) of Queensland, Australia.
- 1.2. "Service", "Service(s)" or "Services" means any product(s) or service(s) the Customer has ordered for use. This can include, but is not limited to, the provisioning of space on one of our servers and a connection to and from the internet for web, email and FTP services to function at the level specified in the chosen service level, domain name registration or transfer or renewal, SSL, VPS and SMS services. These product(s) and service(s) are identified in full within the "sign up" and "service provision" emails Net Virtue has sent after your request for service. The specific details of the Services can be found by logging in to the nvArea or on our website.
- 1.3. "nvArea" refers to Net Virtue's customer account, billing and management portal, available online at <https://nvarea.com.au>
- 1.4. "Customer" means the person, persons or entity who ordered our services.
- 1.5. "SLA" means Service Level Agreement.
- 1.6. "Web Site Availability" means the percentage of time over one (1) calendar month that the service was available and accessible to the public Internet.
- 1.7. "Monthly Downtime" is calculated over a 31 day month.

2. Acceptance

- 2.1. The Customer signified acceptance of the Acceptable Use Policy, as well as our Terms of Service, Privacy Policy, Customer Service Policy and any applicable Registrant Agreement, when they submitted their order to Net Virtue for Services, and that order was accepted.

3. Objective

- 3.1. Net Virtue strives to achieve 100% Uptime and Web Site Availability for all customers.
- 3.2 Net Virtue utilises high-end, enterprise grade hardware and a multi-homed network for the purposes of ensuring customer satisfaction and high levels of Web Site Availability to assist with achieving this objective.

4. Remedy

- 4.1. As per the Net Virtue website, the SLA's outlined below are as follows:
- a. All cPanel Economy and Reseller Hosting Services – 99.5%

Web Site Availability	Monthly Downtime	Account Credit Percentage
100% to 99.5%	Up to 3 hours 42 mins	0%
99.5% to 98%	Between 3 hours 44 mins and 14 hours 52 mins	15%
98% to 95%	Between 14 hours 53 mins and 37 hours 12 mins	30%
95% to 90%	Between 37 hours 13 mins and 74 hours 24 mins	65%
Less than 90%	More than 74 hours 25 mins	100%

b. All cPanel Business Hosting Services – 99.9%

Web Site Availability	Monthly Downtime	Account Credit Percentage
100% to 99.9%	Up to 44 mins	0%
99.9% to 98%	Between 44 mins and 14 hours 52 mins	15%
98% to 95%	Between 14 hours 53 mins and 37 hours 12 mins	30%
95% to 90%	Between 37 hours 13 mins and 74 hours 24 mins	65%
Less than 90%	More than 74 hours 25 mins	100%

c. All Virtual Private Server Services - 99.9%

Uptime Availability	Monthly Downtime	Account Credit Percentage
100% to 99.9%	Up to 44 mins	0%
99.9% to 98%	Between 44 mins and 14 hours 52 mins	15%
98% to 95%	Between 14 hours 53 mins and 37 hours 12 mins	30%
95% to 90%	Between 37 hours 13 mins and 74 hours 24 mins	65%
Less than 90%	More than 74 hours 25 mins	100%

d. All Colocation Services – 99.999%

Uptime Availability	Monthly Downtime	Account Credit Percentage
100% to 99.999%	Up to 26.3 secs	0%
99.999% to 98%	Between 26.3 secs and 14 hours 52 mins	15%
98% to 95%	Between 14 hours 53 mins and 37 hours 12 mins	30%
95% to 90%	Between 37 hours 13 mins and 74 hours 24 mins	65%
Less than 90%	More than 74 hours 25 mins	100%

Colocation Services include UPS, power and cooling back-up systems + N+1 redundancy.

e. All Dedicated Servers – 99.9%

Uptime Availability	Monthly Downtime	Account Credit Percentage
100% to 99.9%	Up to 44 mins	0%
99.9% to 98%	Between 44 mins and 14 hours 52 mins	15%
98% to 95%	Between 14 hours 53 mins and 37 hours 12 mins	30%
95% to 90%	Between 37 hours 13 mins and 74 hours 24 mins	65%
Less than 90%	More than 74 hours 25 mins	100%

Dedicated Server SLA excludes all software caused/related issues.

4.2. Subject to Sections 5 and 6 below, Net Virtue will issue an account credit to the Customer if the Web Site Availability of the Service is less than the SLA as described in section 4.1.

4.3. The credit amount is calculated on the monthly servicing fee minus and promotion/discounts which have been applied.

4.4. Customers must contact Net Virtue should they consider they are entitled to account credit within 30 days of the previous calendar month in which the downtime occurred.

5. Exceptions

5.1. The Customer will not be entitled to any remedy under this SLA if the Server Availability is reduced or impaired due to any exception named in this section of the agreement.

5.2. Circumstances beyond Net Virtue's reasonable control, including but not limited to, 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, Denial of Service attacks, or failure of third party software (including but not limited to cPanel, Installatron, Client Area, ecommerce software, payment gateways, statistics or free scripts).

5.3. Scheduled maintenance or upgrades and emergency maintenance or upgrades as per Section 6 of this agreement.

5.4. DNS propagation issues outside the direct control of Net Virtue.

5.5. Issues with FTP, POP3, IMAP, SMTP, SSH, cPanel or Webmail.

5.6. SLA breaches reported by third party monitoring services belonging to the Customer.

5.7. Customer's acts or omissions (or acts or omissions of others engaged or authorised by customer), including but not limited to, custom scripting or coding (CGI, Perl, HTML, PHP, etc.), any negligence, wilful misconduct, or use of the Service in breach of Net Virtue's Terms of Service and Acceptable Use Policy.

5.8. CloudLinux making the Service unavailable due to excessive resource consumption.

5.9. Email or webmail delivery and transmission.

5.10. Outages elsewhere on the Internet, DNS caching, browser caching, or any other reason that hinders access to your Service while others can still access it.

5.11. Virtual Private Server (VPS) services are not eligible for Account Credit whereby the Service is self-managed.

5.12. Internet Routing issues outside of Net Virtue's control.

5.13. Colocation customers are not eligible for Account Credit whereby a hardware issue occurs on customer's equipment/device. This also includes:

- (a) Rebuilding web accounts from backups
- (b) Cloning/Duplicating hard drives
- (c) Reloading of the operating system(s)
- (d) Reloading and configuration of applications
- (e) Rebuilding RAID arrays
- (f) Onsite Management/Smart Hands

5.14 Dedicated Server customers are not eligible for additional Account Credit whereby a hardware issue occurs on equipment/device and is resolved, and then software restoration is continuing to be restored by customer. This also includes:

- (a) Rebuilding web accounts from backups
- (b) Cloning/Duplicating hard drives
- (c) Reloading of the operating system(s)
- (d) Reloading and configuration of applications
- (e) Rebuilding RAID arrays
- (f) Onsite Management/Smart Hands

6. Maintenance

6.1. Net Virtue will announce any scheduled maintenance at least 24 hours before it is due to commence. This will be communicated to the Customer by email, and announced on our Twitter and Service Status page (<https://status.netvirtue.com.au>). These periods are not included in the Web Site Availability or Uptime calculations.

6.2. From time to time, Net Virtue may be required to perform emergency server maintenance without prior notification to the Customer in order to protect the integrity of the service, apply critical updates, or restart services due to configuration failure. These periods are not included in the Web Site Availability or Uptime calculations.

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