



HA Service Level Agreement

1. Scope

- 1.1 Demon-Host, under the Demon-Networks company (ABN: 58 393 307 331) provides a Service Level Agreement (SLA) to Customers who have purchased High Availability hosting services (whereby the availability of a SLA is denoted on the product page).
- 1.2 This SLA governs the service level that Demon-Host is expected to meet and any corresponding compensation for not meeting such Service Levels as further specified.
- 1.3 Demon-Host may modify this SLA at any time by posting it in the Demon-Host website.

2. Definitions

- 2.1 "Demon-Host" means the service provider, Demon-Host under the Demon-Networks company (ABN: 58 393 307 331) of Brisbane, Australia.
- 2.2 "Customer" means the person or entity who ordered Demon-Host services.
- 2.3 "Service(s)" means any active and current (i.e. not past due) High Availability hosting solutions whereby the availability of a SLA is denoted on the Demon-Host product page.
- 2.4 "SLA" means Service Level Agreement (this agreement).
- 2.5 "Web Site Availability" means the percentage of time in a calendar month (based on 24-hour days for the number of days in the subject month) that the Service is available for access by third parties by HTTP (port 80), POP3 (Port 110) or Ping (ICMP), as measured by Demon-Host. Note that downtime is calculated as the greatest accrued outage on any one of the above ports, and not a combination.

3. Acceptance

- 3.1 The Customer signified acceptance of this SLA when they submitted their order to Demon-Host for Services, and that order was approved.

4. Hierarchy of Documents

- 4.1 This SLA should be read and understood in conjunction with Demon-Host's Terms of Service.
- 4.2 This SLA document takes precedence over any conflicting terms and conditions within the Terms of Service document.

5. Service Level

5.1 Objective

- 5.1.1 Demon-Host aims to achieve 100% Web Site Availability for all Customers utilising its Services.
- 5.1.2 The targeted minimum Service Level is 99.9% Web Site Availability for all Customers utilising its Services.

- 5.1.3 All Demon-Host primary Services are continuously monitored to ensure rapid response to any faults which may occur. Monitoring feedback is provided to Demon-Host support staff via email and paging services 24 hours a day, 7 days a week.

5.2 Service Uptime

- 5.2.1 The Service Uptime will be measured by Demon-Host, utilising internal and external monitoring tools, and its determination is final.
- 5.2.2 The Customer may request the Service Uptime for their Service for the subject month following the first day in the next calendar month.

5.3 Remedy

- 5.3.1 Subject to Sections 5.4 and 5.5 below, Demon-Host will issue an account credit to the Customer if the Web Site Availability of the Service is less than 99.9%, based on the following table.
- 5.3.2 Availability and Downtime calculations are based on the greatest accrued outage on any one of the monitored ports, and not a combination of all ports, should multiple service downtimes exist.

Web Site Availability	Monthly Downtime	Credit Percentage
99.9% to 100%	0 to 43 minutes	0%
98% to 99.8%	43 minutes to 14 hours 24 minutes	10%
95% to 97.9%	14 hours 24 minutes to 36 hours	25%
90% to 94.9%	36 hours to 72 hours	50%
Less than 89.9%	more than 72 hours	100%

- 5.3.3 The credit will be calculated on the monthly Service fee minus any discounts which have been applied.
- 5.3.4 To receive the credit, the Customer must contact Demon-Host requesting the credit within 30 days of the end of the subject month for which the credit is to apply.
- 5.3.5 Notwithstanding anything to the contrary herein, the total amount credited to the Customer in a particular month under this SLA shall not exceed the total Service fee paid by the Customer for such month for the affected Services.

5.4 Exceptions

The Customer will not be entitled to any remedy under this SLA if the Web Site Availability is reduced or impaired due to any of the following causes:

- 5.4.1 Circumstances beyond Demon-Host's reasonable control, including but not limited to, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers or denial of service attacks, failure of third party software (including but not limited to, cPanel, Softaculous, payment gateways or free scripts) or inability to obtain raw materials, supplies or power used in or equipment needed for provision of this SLA.
- 5.4.2 Failure of access circuits or upstream providers outside of the control of Demon-Host and its Data Centre.

- 5.4.3 Scheduled maintenance or upgrades and emergency maintenance or upgrades as per Section 5.5 of this SLA.
- 5.4.4 DNS issues outside the direct control of Demon-Host.
- 5.4.5 Issues with FTP, IMAP, SMTP, SSH, MySQL, cPanel or Webmail.
- 5.4.6 SLA breaches reported by monitoring tools other than Demon-Host's.
- 5.4.7 Customer's acts or omissions (or acts or omissions of others engaged or authorised by the 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 Demon-Host's Terms of Service.
- 5.4.8 E-mail or webmail delivery and transmission.
- 5.4.9 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.

5.5 Maintenance

Any downtime caused by the following maintenance procedures will not be included in the Web Site Availability calculations.

- 5.5.1 Scheduled Maintenance – From time to time maintenance or upgrades to hardware and or software may be required. Where possible such maintenance or upgrades will be performed outside of business hours. The Customer will be notified as far as practicable in advance of such activities via the billing e-mail on file. Notification shall be no less than 12 hours in advance of any scheduled outage (Demon-Host aims to provide at least 24 hours notice).
- 5.5.2 Emergency Maintenance – Demon-Host may be required to perform emergency 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.

6. Disclaimer

- 6.1 Demon-Host will not be liable for any loss or damage which may result from any interruptions, delays, faults or errors in the supply of the Services. Credits as detailed in Section 5.3 Remedy are the Customer's sole and exclusive remedy with respect to any failure or deficiency in the Web Site Availability of the Services.

7. Version

- 7.1 This document was last modified Monday, 6 September 2010.

8. Contact

- 8.1 Any queries regarding this SLA should be directed to support@demon-host.com.au.