

## 1. Coverage and Terminology

This Service Level Agreement (SLA) applies to you ("customer") if you currently hold an account with any of the Shared Web Hosting services from Speed Web Service(the "Services") and your account is current (i.e., not past due) with Speed Web Service.

As used herein, the term "Web Site Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the content of customer's Web site is available for access by third parties via HTTP and/or HTTPS, as measured by Speed Web Service.

## 2. Service Level

### **a. Objective:**

Speed Web Service aims to achieve 100% Web Site Availability for all customers.

### **b. Remedy:**

Except under the conditions mentioned in the next section below, if the Web Site Availability of customer's Web site is less than 100%, Speed Web Service will issue a credit to customer according to the following table:

Credit % will be calculated based on the monthly charge paid for the Service.

Web Site Availability	Total Downtime in 30 days	Credit Percentage
99.9 to 100%	0 to 43.2 minutes	0%
98% to 99.8%	43.2 minutes to 14.24 hours	10%
95% to 97.9%	14.24 hours to 36 hours	25%
90% to 94.9%	36 hours to 72 hours	50%
89.9% or Below	More Than 72 hours	100%

## 3. Maintenance Procedure

**a.** Speed Web Service will do its best to announce any scheduled maintenance at least 24 hours ahead of time to the customer.

**b.** Speed Web Service reserves the right to perform emergency maintenance without any prior notification, should it be deemed necessary to protect and maintain the security and integrity of the Service.

## 4. Conditions

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

**a.** Circumstances beyond Speed Web Service 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, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;

- b.** Failure of access circuits to the Speed Web Service Network or it's upstream providers, unless such failure is caused solely by Speed Web Service;
- c.** Scheduled maintenance and emergency maintenance and upgrades;
- d.** DNS issues outside the direct control of Speed Web Service;
- e.** Issues with FTP, POP, IMAP, or SMTP customer access;
- f.** False SLA breaches reported as a result of outages or errors of any Speed Web Service measurement system;
- g.** 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, ASP, etc), any negligence, willful misconduct, or use of the Services in breach of Speed Web Service Terms of Service and Acceptable Use Policy;
- h.** E-mail or Webmail delivery and transmission;
- i.** DNS (Domain Name Server) Propagation.
- j.** Outages elsewhere on the Internet that hinder access to your account. Speed Web Service is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Speed Web Service will guarantee only those areas considered under the control of Speed Web Service: Speed Web Service server links to the Internet, and Speed Web servers.

## **5. Credit Request and Payment Procedures**

In order to receive a credit, customer must make a request by sending an email to [info@spedwebservice.in](mailto:info@spedwebservice.in).

Each request in connection with this SLA must include customer's account name (per customer's control panel login) and the dates and times of the unavailability of customer's Web site and must be received by Speed Web Service within ten (10) business days after customer's Web Site was not available.

If the unavailability is confirmed by UnlimitedGB.com, credits will be applied within two billing cycles after Speed Web Service receipt of customer's credit request. Credits are not refundable and can be used only towards future billing charges.

Notwithstanding anything to the contrary herein, the total amount credited to customer in a particular month under this SLA shall not exceed the total 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 Speed Web Service and are customer's sole and exclusive remedy with respect to any failure or deficiency in the Web Site Availability of customer's Web site.