



## DEDICATED HARDWARE SERVERS SERVICE LEVEL AGREEMENT

*THIS AGREEMENT FORMS A BINDING CONTRACTUAL AGREEMENT BETWEEN MONKEYHOST GROUP AND YOU 'THE CUSTOMER' LIMITED TO DEDICATED HARDWARE SERVERS ONLY. THIS SLA DOES NOT APPLY TO ANY OTHER PROVIDED SERVICE OF MONKEYHOST GROUP.*

### UPTIME SLA

MonkeyHost Group guarantees a 100% monthly network, power, and cooling availability to our dedicated servers.

The MonkeyHost Group 100% Uptime SLA consists of four parts:

- I. Global Internet Connectivity - This includes connectivity from the MonkeyHost Group network to the outside internet.
- II. Private Network Connectivity - This includes connectivity between the privately routed network within MonkeyHost Group.
- III. Power - This includes the power which powers the servers in the datacentre.
- IV. Cooling - This includes the proper cooling to the servers in the datacentre.

### CREDIT CHART

NETWORK/POWER/COOLING UPTIME	SLA CREDIT BASED ON PERFORMANCE DEGRADATION
99.9% Uptime	5% Account Credit
99.8% Uptime	10% Account Credit
99.7% Uptime	20% Account Credit
99.6% Uptime	25% Account Credit
99.5% Uptime	30% Account Credit
99.4% Uptime	45% Account Credit
99.3% Uptime	65% Account Credit
99.2% Uptime	85% Account Credit
99.1% Uptime	90% Account Credit
99% or Less Uptime	100% Account Credit

## SLA TERMS AND CONDITIONS

MonkeyHost Group extends this SLA to its direct clients only.

MonkeyHost Group is not liable for downtime caused by a reseller of its services.

MonkeyHost Group offers SLA credits for use in future billing cycles only.

SLA credits are non-transferrable in any way.

SLA credits may not be exchanged for currency of any kind.

SLA credit is calculated from the time a ticket is opened regarding the issue to the time the issue is resolved.

Any Customer account not in good standing on payments is not eligible for SLA credit.

Any Customer account which has had been out of good standing on payments 3 times or more within 12 months prior to the outage is not eligible for SLA credits.

Any Customer server disconnected due to violation of the AUP/TOS is not eligible for SLA credit. All SLA claims must be made with the billing department, and will be issued as account credits.

Any Customer making false SLA credit claims may be charged a £50 administrative fee per offence.

All SLA claims must be made within seven days of the network downtime. SLA credits may take up to 15 days to authorise, process, and post to the Customer account.

SLA credits may not exceed the full monthly amount of the server they are being applied to.

SLA credit claims can only be made by an authorised user on the account. All other unauthorised claims will be denied.

SLA credits may not be stacked, i.e. claiming SLA credit on both uplink downtime, as well as power downtime during the same incident.

In no way does the MonkeyHost Group SLA include software of any sort. Operating system reloads do not qualify in any way for an SLA credit.

Any form of management by MonkeyHost Group of Customer software is not eligible to be included in the MonkeyHost Group SLA. Any form of hardware reconfiguration due to software or management of software is not eligible to be included in the MonkeyHost Group SLA.

Any failure outside of the MonkeyHost Group network itself, including bandwidth carrier outages, are not eligible for SLA credit.

Firmware related bugs causing partial inaccessibility are not eligible for SLA credit.

Scheduled maintenance of the MonkeyHost Group network is not eligible for any form of SLA credit.

Acts of God, including weather, natural disaster, or any other disasters outside of the control of MonkeyHost Group are not eligible for SLA credit.

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**MonkeyHost Group reserve the right to change or revise this SLA without notice at any time.**