Service Level Agreement

This Spiral Hosting Limited ("Spiral Hosting," "Company," "we," "us") Service Level Agreement ("SLA") applies to all shared and dedicated clients. The Client agrees that measurements via our third party software establish the eligibility for any applicable Performance Credit. In the event that the Client determines that a discrepancy in such measurement exists, The client shall promptly notify Spiral Hosting Limited or one of its trading names and an agreement upon the validity and accuracy of the measurement, and upon Client's eligibility for any applicable Performance Credits will be made. This SLA may be amended at any time by Spiral Hosting Limited.

UPTIME GUARANTEES ONLY APPLY TO SHARED AND RESELLER HOSTING, MANAGED VPS, CLOUD, AND DEDICATED SERVER SOLUTIONS.

Spiral Hosting Network is defined as the equipment, software, and facilities within the company network segment, including Spiral Hosting's contracted ISP services to which the network segment is connected and collectively utilized by Spiral Hosting to provide dedicated and colocation services.

Service Availability is the total time in a calendar month that the Spiral Hosting services are available through the Internet, provided that Client has established connectivity. Spiral Hosting takes responsibility for the Service Availability within its immediate network segment, and cannot be held liable for problems directly related to an upstream bandwidth provider. The Network will be available to clients free of Network Outages for 99.9% of the time.

Service Downtime is any unplanned interruption in Service Availability during which the Client is unable to access the services as described in preceding section, provided the interruption is determined to have been caused by a problem in the immediate Spiral Hosting network segment as confirmed by Spiral Hosting. Service Downtime is measured as the total length of time of the unplanned interruption in Service Availability during a calendar month. Spiral Hosting is not responsible for any unplanned outages due to third-party software failure. This is the direct responsibility of the software publisher and not of Spiral Hosting.

Scheduled Service Downtime is any Spiral Hosting interruption of Hosting Services. Scheduled Service Downtime occurs during a Spiral Hosting server maintenance window, which occurs in conjunction with a 24 hour notice to the Client via electronic communication or announcement.

Performance Credit occurs when 99.9% uptime is not met. If the client is requesting credit due to downtime incurred on the network the client **must** report the outage(s) to our Support Department providing the dates the downtime had occurred and for how long. All requests have to be made within **seven (7) days** after the alleged incurred downtime, or else the request might be denied at the discretion of Spiral Hosting. All requests must be made in writing via email or through our ticketing system.

This SLA does NOT cover Service Downtime caused by problems in the following:

- Client's local area network

- Client-provided Internet connectivity or end-user software
- Entities inside Client's internal network including, but not limited to, firewall configuration and bandwidth shaping, local area workstations, or other servers, equipment, and software that have a potential bearing on the local networking environment
- Unmanaged VPS/Dedicated Services (which are only prorated for the amount of time the server is down)
- Incurred downtime due to hardware/software upgrades, or security updates necessary for our servers.

Service Downtime Exclusions

The following are excluded from the monthly calculation of Service Availability:

- Any utilized Scheduled Service Downtime
- Any problems beyond the immediate Spiral Hosting network segment
- Any interruptions, delays or failures caused by Client or Client's employees, agents, or subcontractors, such as, but not limited to, the following:
- Inaccurate configuration
- Non-compliant use of any software installed on the server
- Client initiated server over-utilization
- Any problems related to attacks on the machine such as hacking, bandwidth-based attacks of any nature, and service or operating system exploits
- DDoS or other factors that fall outside the Spiral Hosting administration

UPTIME CREDIT

If Spiral Hosting is directly responsible for causing the downtime, the customer will receive a credit for 10 times (1,000%) the actual amount of downtime. This means that if your server is unreachable for 1 hour *(beyond the 0.1% allowed)*, you will receive 10 hours of credit. **The amount of compensation will not exceed the client's monthly recurring charge.** This uptime credit does not apply for any month that the customer has been in breach of our Terms of Service or if the account is in default of payment.

Credit (in hours)	Downtime From	Downtime To
0	0	1
10	1	2
20	2	3
30	3	4
40	4	5
50	5	6

60	6	7
70	7	8
80	8	9
90	9	10
100	10	11
110	11	12