

## Service Level Agreement (SLA)

The remedies set forth in this SLA are your sole and exclusive remedies for any failure of the service.

### Network

#### Internal Network

The internal network includes cables, switches, routers, and firewalls within our network perimeter, under our exclusive control, or the control of our immediate upstream network partners. It does not include NIC cards within server hardware.

#### Downtime

Internal network downtime exists when two servers provided by Layershift at the same hosting location cannot communicate with each other for a consecutive period in excess of fifteen (15) minutes due to a fault within the internal network. It does not cover any other reason for communication difficulties such as incorrect configuration on either server or firewall restrictions.

#### Guarantees

100% uptime for internal network connectivity.

#### Remedies

Service credits: ten times (10x) the period in excess of this guarantee.

#### Internet / External Network

The Internet (External Network) includes third party networks between the internal network and end user Internet connections. It excludes end user Internet connections and their respective provider networks, as these are the exclusive remit of the respective end user connectivity provider (ISP) and cannot be influenced or circumvented by any hosting provider.

#### Downtime

External network downtime exists when a server provided by Layershift cannot send and receive data to and from the Internet for a consecutive period in excess of fifteen (15) minutes due to a fault within the external network. For practical purposes, a server is **not** considered to be experiencing external network downtime providing that it can send and receive data to and from at least any two (2) major transit networks as defined by Layershift.

#### Guarantees

Services with:

- Essential Care Pack: 99.95% uptime;

- Enhanced Care Pack: 99.99% uptime;
- Enterprise Care Pack: 99.999% uptime.

## Remedies

Service credits: ten times (10x) the period in excess of this guarantee.

## Critical Infrastructure

Critical infrastructure includes power and HVAC, including UPS equipment and cabling, but excludes server hardware, software, and power supply units (PSUs).

## Guarantees

100% uptime for all critical infrastructure.

## Downtime

Critical infrastructure downtime exists when your service is offline due to power or heat problems, and is measured from the first of (a) when infrastructure monitors alert our engineers, or (b) a technical support ticket is created to report a service problem with a critical infrastructure failure as the root cause.

## Remedies

Service credits: ten times (10x) the period in excess of this guarantee.

## Platform

Platform includes the physical hardware and any composite software layers such as virtualization technology responsible for providing the hosting service. It does not include the operating system inside your server, or any other application layer software.

## Guarantees

Downtime caused by platform defects will be corrected within a maximum time period from us identifying the specific fault for services with:

- Essential Care Pack: four (4) hours;
- Enhanced Care Pack: two (2) hours;
- Enterprise Care Pack: one (1) hour.

## Remedies

Service credits: ten times (10x) the period in excess of this guarantee.

## Support and Server Management

Support and Server Management refers to the technical assistance and administration conducted by us to help you with your server. It forms a critical part of our service to you and makes the difference between your server working as you need it, and your server malfunctioning.

## Scope

Support and Server Management included within our service to you is comprised of the following in relation to your managed server provided by us:

- Troubleshooting and resolution of issues affecting the operation of pre-installed software (e.g. Apache or Plesk)
- Upgrade, patching, configuration, and optimization of pre-installed software
- Installation of additional modules for pre-installed software (e.g. PHP modules)
- Installation of additional software components, subject to our sole consideration of technical feasibility, to ensure we can maintain a stable service for you
- Troubleshooting and resolution of server hardware, virtualization platform, and network connectivity issues

For the avoidance of doubt, this leaves the following as customer responsibilities:

- Configuration tasks within the Plesk control panel interface (e.g. creating a new mailbox)
- Website software development / installation / debugging
- Operation of your own personal computer (we will advise email/FTP client settings etc. and try to assist with this where possible, but we cannot support problems with your personal computer)
- End-user questions/technical support regarding operations to be performed inside (optional) Parallels Web Presence Builder; you are required to provide first tier technical support and reproduce any reported problems before escalating to Layershift with clear and precise steps to follow to reproduce the unwanted behavior.

## Guarantees

Support and Server Management is provided on a 24x7x365 basis.

Although we aim to provide all customers with rapid and efficient technical assistance at all times, where response times are measured in minutes, we also guarantee that the **maximum** response time to any new support request will be as follows for services with:

- Essential Care Pack: four (4) hours;
- Enhanced Care Pack: two (2) hours;
- Enterprise Care Pack: one (1) hour.

Response times are measured from the time a ticket is created in our helpdesk, until the time an engineer logs an initial response within the ticket. This response will usually indicate findings of the engineer's preliminary investigation into your issue.

We take responsibility for resolving a diverse range of issues of significantly varying complexity, so a reasonable time for resolving one issue is entirely unreasonable for resolving another. Therefore we are unable to guarantee support request resolution time (though other aspects of this SLA address fault repair guarantees). All of our engineers are technical experts in their field and we aim to resolve all issues as expeditiously as possible.

If we determine that multiple tickets are opened about the same or closely related issues we may merge the related tickets and reply to you only in one ticket. Any such superfluous tickets will be closed and excluded from this guarantee.

During the following holiday periods (exclusively) we operate with a reduced staffing level and may provide a reduced support service during which the maximum response time guarantee does not apply to some low-priority tickets. This allows us to ensure we can maintain a high quality support service for all other issues. We will assess the severity of a ticket based on our reasonable understanding of the impact on a customer's business. All low-priority tickets will be responded to within two (2) hours of the relevant window ending, though in most cases will already have been handled during these windows.

- December 25th - 02:00-23:59 and December 26th - 00:00-08:00 GMT
- December 31st - 22:00-23:59 and January 1st - 00:00-08:00 GMT

## **Ticket Escalations**

We offer a ticket escalation method for the majority of our services for use when an issue is having a significant impact upon your business. The ticket escalation method, if applicable to your service, is described in the automatic reply you will receive when opening a ticket. If your ticket is business critical we encourage you to escalate your ticket to ensure we can provide you with an even faster response than usual. In the vast majority of cases this is not necessary, but we have introduced this to provide added reassurance to our customers.

## **Remedies**

Service credits (without ticket escalation): 1% of your monthly fee up to 5% maximum for the subscription discussed in the ticket per hour in excess of the guaranteed maximum response time. If this is about multiple subscriptions, this is calculated as a percentage of the highest cost subscription only.

Service credits (with ticket escalation): 2% of your monthly fee up to 10% maximum for the subscription discussed in the ticket per hour in excess of the guaranteed maximum response time. If this is about multiple subscriptions, this is calculated as a percentage of the highest cost subscription only.

## Backups

We take regular full backups of your server as part of our service. Very few providers offer any guarantees at all when backing up your server, even though most charge extra for it! Unlike many of our competitors we are able to restore individual files, directories or databases without overwriting your entire server - only targeted data is overwritten, and only upon your request.

## Frequency

Backups of your server are taken as outlined for services with:

Essential Care Pack: Every 6 hours

Enhanced Care Pack: Every 6 hours

Enterprise Care Pack: Every 1 hour; or bespoke, as agreed to your requirements, for dedicated server customers

## Retention Policy

We retain a rolling backup history, so that we can restore any one or more files from any of your recent backups upon request. The number of backup recovery snapshots held is as follows for services with:

Essential Care Pack: 28 snapshots (7 days)

Enhanced Care Pack: 56 snapshots (14 days)

Enterprise Care Pack: 336 snapshots (14 days); or bespoke, as agreed to your requirements, for dedicated server customers

## Guarantees

Backup integrity and availability are important to us, but from occasionally operational reasons such as software or hardware malfunction, or a backup or restore process taking longer than normal to complete, may prevent us from maintaining the configured backup frequency or overall number of backup snapshots.

However, we guarantee to have at least 80% of the configured backup snapshots available to restore to your server.

## Remedies

Service credits: If less than the number of guaranteed backups are available we will refund 100% of the Care Pack upgrade monthly fee (or 10% of the corresponding service's monthly fee if using a free Care Pack option). Due to the nature of backups, this credit can be performed only once per month.

## Monitoring

Monitoring helps us to maintain a highly reliable service - by monitoring important parts of your server we're alerted to problems as soon as they develop, and can proactively put things right before they cause service disruption.

Although we try to detect all faults, software is complex and there are always new and diverse ways things can misbehave. We cannot guarantee to locate every possible fault condition, particularly as these are sometimes specific to your particular application code (e.g. the server might be working properly, but yet your application may not be). Bespoke monitoring engineered for your individual needs as part of our Enterprise Care Pack provides the most comprehensive monitoring.

## Scope

The scope of our server monitoring varies according to the selected Care Pack.

## Network, Power, Physical Environment (temperature, water, fire and intrusion) and Hardware/Platform Health

Essential: Yes, fully monitored  
Enhanced: Yes, fully monitored  
Enterprise: Yes, fully monitored

## System Services

Essential: Internal  
Enhanced: Internal and remotely monitored  
Enterprise: Internal and remotely monitored, with tailored intensive monitoring upon request

## System Health

Essential: Diskspace monitoring  
Enhanced: Diskspace and server load monitoring  
Enterprise: Diskspace and server load monitoring, with tailored intensive monitoring upon request

## Dynamic System Resource Monitor

Essential: Yes  
Enhanced: Yes  
Enterprise: Yes

## **Rapid Incident Response & Resolution**

Essential: Pro-active

Enhanced: Pro-active

Enterprise: Pro-active

## **Security Patching**

Our team of experienced server engineers regularly monitor a wide range of information sources to ensure we are quickly aware of emerging security threats. Our extensive experience and the technology we work with allows us to patch your servers in most cases without any downtime at all, or occasionally with a very quick service restart to ensure you are very quickly and fully protected.

### **Pro-active non-stop kernel**

Essential: within 72 hours

Enhanced: within 24 hours

Enterprise: within 12 hours

### **Pro-active OS**

Essential: Critical within 7 days, non-critical quarterly

Enhanced: Critical within 48 hours, non-critical monthly

Enterprise: Critical within 24 hours, non-critical weekly

In order to provide the highest quality of service, once our engineers identify a threat or updated software we follow a strict quality assurance procedure before installing the update. This involves determining the urgency of the patch so we can allocate appropriate engineering resources, perform a thorough routine of automated and human testing to ensure full compatibility with other software on our servers, then begin initial rollout to non-critical servers before increasing our rollout in phases to all other customers based within the guaranteed period offered by their care pack. While this process can take as little as a few hours in some more complex cases we are required to perform even more thorough procedures which can take longer but are essential to ensure the stability of your services.

Our guaranteed installation period begins when we have completed our quality assurance and are confident we can reliably deploy the updated software to your server. In many cases we can implement temporary security patches or workarounds to protect you during this process.

## Remedies

Service credits: 10% of the Care Pack upgrade monthly fee (or 2% of the corresponding service's monthly fee if using a free Care Pack option) if high priority security updates are not installed within the agreed timeframe and for every 24 hour period after you notify us that we have breached this guarantee.

## Service Credit Conditions

- The total value of service credits issued for any service in any one (1) month cannot exceed 100% of the monthly fees paid for that service, or monthly fees on a pro-rata basis if the payment period is not monthly.
- Requests for service credits must be submitted in writing to our billing department within 5 business days of the related incident.
- You must open a support case during the failure in question, including detailed information about the problem experienced and steps to reproduce the error symptoms. In most circumstances this will be considered as the start time for the downtime.
- Service credits will not be aggregated if multiple failures overlap; you will receive credit as applicable only to the service component which we identify as the root cause.
- Service credits are non-transferable and may only be applied to future service delivery on the account they're issued to, and cannot be exchanged for cash or other forms of payment. Any outstanding or previously accrued service credits will be forfeited upon cancellation of the Customer's account.
- All downtime measurements will be exclusively at our discretion, and our sole decision in respect of service credit entitlement and amount will be final and binding.
- Accounts that are past-due, have been in payment arrears two (2) or more times in the previous twelve (12) months, or have outstanding AUP violations, waive any right to claim under this SLA.
- Excludes periods of scheduled and emergency maintenance.
- Where multiple servers are load balanced in a cluster configuration, this SLA shall only apply in the event the entire cluster experiences downtime as defined within each SLA section, because a load balanced cluster is intentionally designed to be fault tolerant and allow one or more servers to be offline without service impact.