



Service Level Agreement

Version 2.0

Day3 Hosting Services

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1. Definitions

- 1.1. "Customer" means the person or entity who ordered services provided by Day3 Hosting.
- 1.2. "Customer Service" means the relationship between Day3 Hosting staff and the Customer, with the purpose of assisting the Customer with a question they have asked.
- 1.3. "Ticket" refers to a secure electronic message sent by the Customer to Day3 Hosting via the Hosting Console for assistance or for any questions they may have with any Service(s).
- 1.4. "Legacy Service" or "Legacy Service(s)" means any Economy, Business or other Service added from time-to-time that is not currently offered for purchase by new and/or existing Customers through any of Day3 Hosting's Service procurement channels.
- 1.5. "Monthly Downtime" is calculated over a 31 day month.
- 1.6. "Service", "Service(s)" or "Services" means any product(s) or service(s) the Customer has signed up to use. This can include, but is not limited to, any Legacy Services, the provisioning of space on one of our servers and a connection to and from the internet for web, email hosting and/or FTP services to function at the level specified in the chosen service level, domain name registration or transfer or renewal, SSL, VPS and SMS services. These product(s) and service(s) are identified in full within the "sign up" and "service provision" emails Day3 Hosting has sent after the Customer requests the service. The specific details of the Services can be found by logging in to the Hosting Console or on our website. The specific details of any Legacy Services can be found by logging in to the Hosting Console.
- 1.7. "SLA" means Service Level Agreement (this agreement).
- 1.8. "Website Availability" means the percentage of time in a calendar month that the Service was available for access by third parties by HTTP (port 80) and/or HTTPS (port 443), as determined by Day3 Hosting's internal and external monitoring.
- 1.9. "Day3 Hosting" means Day3 Pty Ltd.
- 1.10. "Plesk" means server-side software that monitors resources to ensure operation within set limits.
- 1.11. "Hosting Console" refers to Day3 Hosting's customer management portal, available online at <https://day3.com.au/hosting>.

2. Our Aim

- 2.1. Day3 Hosting's aim is to achieve 100% website availability across all Service(s), and for all Customers.
- 2.2. Day3 Hosting maintains a fully redundant network, utilities enterprise grade hardware, RAID disk mirroring and a variety of other technical implementations to achieve uptime goals.

3. Remedy

- 3.1. Pursuant to Section 4 and 5 below, Day3 Hosting will issue an account credit to the Customer's account if the website availability of the Service is less than 100%, based on the following:

- 3.1.1. For active Freedom Starter, Freedom Plus or Freedom Premium web hosting Service(s)

Website Availability	Monthly Downtime (Based on the standard average 30.417 day month)	Credit Percentage
100% to 99.9%	Up to 44 minutes	0%
99.9% to 99.5%	Between 44 minutes and 3 hours 40 minutes	5%
99.5% to 99%	Between 3 hours 40 minutes and 7 hours 30 minutes	10%
Less than 99%	More than 7 hours 30 minutes	20%

- 3.1.2. For active PLESK Reseller web hosting Service(s)

Website Availability	Monthly Downtime (Based on the standard average 30.417 day month)	Credit Percentage
100% to 99.9%	Up to 44 minutes	0%
99.9% to 99.5%	Between 44 minutes and 3 hours 40 minutes	5%
99.5% to 99%	Between 3 hours 40 minutes and 7 hours 30 minutes	10%
Less than 99%	More than 7 hours 30 minutes	20%

3.1.3. For active Freedom dedicated email hosting Service(s)

Website Availability	Monthly Downtime (Based on the standard average 30.417 day month)	Credit Percentage
100% to 99.9%	Up to 44 minutes	0%
99.9% to 99.5%	Between 44 minutes and 3 hours 40 minutes	5%
99.5% to 99%	Between 3 hours 40 minutes and 7 hours 30 minutes	10%
Less than 99%	More than 7 hours 30 minutes	20%

3.1.4. For active Freedom Custom web hosting Service(s)

Website Availability	Monthly Downtime (Based on the standard average 30.417 day month)	Credit Percentage
100% to 99.9%	Up to 44 minutes	0%
99.9% to 99.5%	Between 44 minutes and 3 hours 40 minutes	5%
99.5% to 99%	Between 3 hours 40 minutes and 7 hours 30 minutes	10%
Less than 99%	More than 7 hours 30 minutes	20%

3.2. Unless specified, all other Service(s) do not offer any credit percentage for website availability that is less than 100%.

3.3. The credit amount will be calculated on the monthly Service fee, minus any discounts, add-ons or licenses which have been applied.

3.4. The calculation of availability is calculated at the end of each month in accordance with the following formula:

$$\frac{A=T-D}{T}$$

Where:
 "A" means the Availability of the hosted site (expressed as a percentage)
 "D" means Downtime in the respective month (expressed in minutes)
 "T" means the Total Number of Service Minutes in the respective month

3.5. The Customer will be notified by Day3 Hosting by email in the event of a credit being available, which must be then claimed by the Customer sending a SLA claim request.

4. Exceptions

4.1. The Customer will not be entitled to any remedy under this SLA if the website availability is reduced or impaired due to any exception named in this section of the agreement.

4.2. Circumstances beyond Day3 Hosting'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, Denial of Service attacks, or failure of third party software (including but not limited to PLESK, the Hosting Console, eCommerce software, payment gateways, statistics or free scripts).

- 4.3. Scheduled maintenance or upgrades, including emergency maintenance or upgrades pursuant to Section 5 of this agreement.
- 4.4. DNS propagation issues outside the direct control of Day3 Hosting.
- 4.5. Issues with FTP, POP3, IMAP, SMTP, SSH, PLESK or Webmail.
- 4.6. SLA breaches reported by third party monitoring services belonging to or engaged by the Customer.
- 4.7. Customer's acts or omissions (or acts or omissions of others engaged or authorised by 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 Day3 Hosting's Terms of Service and Acceptable Use Policy.
- 4.8. Plesk making the Service unavailable due to excessive resource consumption.
- 4.9. Email or webmail delivery and transmission.
- 4.10. Outages elsewhere on the Internet, DNS caching, browser caching, or any other reason that hinders access to the Service while others can still access it.

5. Maintenance

- 5.1. Day3 Hosting will perform scheduled maintenance at a time which is deemed suitable by Day3 Hosting, and should it require any Service(s) to be offline for greater than thirty (30) minutes, Day3 Hosting will post details of the scheduled maintenance at least two (2) days prior. These periods are not included in the website availability calculations.
- 5.2. Unscheduled maintenance will be performed as required by Day3 Hosting, and should any Service(s) be offline for greater than thirty (30) minutes, Day3 Hosting will post details of the maintenance and any updates until it has been completed. These periods are not included in the website availability calculations.

6. Acceptance

- 6.1. The Customer signified acceptance of this Service Level Agreement, as well as our Terms of Service, Customer Service Policy, Acceptable Use Policy, Privacy Policy and any applicable Registrant Agreement, when they submitted their order to Day3 Hosting for Services, and that order was accepted.

7. Changes

- 7.1. Day3 Hosting may amend our Service Level Agreement at any time. Changes to this agreement will become effective upon its publication to our website.
- 7.2. Continued use of the Service(s) constitutes acceptance of the amended terms. If you do not wish to accept the amended terms, you may request cancellation of your Services) in-line with our cancellation policy found within our Terms of Service.

If you have any questions about this agreement please contact our Customer Care team via email at customercare@day3.com.au.

DOCUMENT HISTORY

Date of Change	Description of Change	Version
01-04-2019	<input type="checkbox"/> Import of Freedom Service(s) Level Agreement v1.0 <input type="checkbox"/> Implementation of new formatting guidelines	2.0