



Service Level Agreement (SLA)

Cloud Heroes shall ensure that, where this SLA uptime guarantee is specified in the Quotation provided to the Customer, the Network shall be available 99.999% of the time, measured over a 12 month period. If the availability of the Network falls below 99.999% in any 12-month period, Cloud Heroes will credit the customer with one day's free Service for each accumulated hour when the Network is not available, to a maximum of 100% of one month's charges in respect of the relevant Services. That service credit will be Customer's sole and exclusive remedy for any failure of availability of the Network.

For these purposes the "Network" consists of the servers and other equipment inside Cloud Heroes' data centre and does not include the internet, any customer facilities, or any communications link between the Network and Cloud heroes' data centre.

"Available" refers to the Network not being subject to an instance of Downtime. "Downtime" in this SLA refers to any period during which the Network is not available.

For the purposes of this provision, Downtime excludes:

- Periods of essential maintenance.
- Any period during which any service is unavailable as a direct consequence of any breach of the Agreement by the Customer, the negligence of the Customer or its employees, servants or agents.
- Any incompatibility between platform software and content and any defect in any software provided by the Customer to Cloud Heroes under the Agreement.
- Reduced service levels due to malicious attacks, such as Distributed Denial of Service attacks, on the Cloud Heroes' network.
- Any circumstance specified as a "Relief Event" in Cloud Heroes' terms and conditions of service.

Any period of Downtime is deemed to commence from the time it is reported by the Customer to Cloud Heroes until the incident is resolved by Cloud Heroes.

Claims for refund of the Service Fee or part thereof must be made in writing within seven (7) days of the end of a calendar month in respect of Downtime occurring in the previous calendar month.

Services covered by this SLA are:

- Ethernet Internet access services
- Dedicated hosting
- Virtualised hosting
- Hosted Desktop
- Hosted Exchange