

# Dedicated Hosting SLA



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An essential part of choosing your dedicated server is the level of service that you receive from your dedicated hosting company. At ISL we pride ourselves on the highest levels of quality and customer service and for complete peace of mind all ISL's dedicated hosting services include a guaranteed Service Level Agreement (SLA).

Our Service Level Agreement consists of the following points:

## **SERVICE QUALITY**

We guarantee the Internet availability of your dedicated server 99.999% of the time.

## **BANDWIDTH CONTENTION**

ISL guarantee a 1:1 contention ratio on bandwidth.

If we do not achieve these specified levels of service we will credit your account as detailed below.

## **TERMS:**

The services listed above are provided on the following terms:

### **1. SERVICE QUALITY**

1.1 Service Availability Guarantee Scope: ISL will maintain 99.999% availability between the ethernet port of your ISL dedicated server and the Internet.

1.2 Scheduled Maintenance Scope: Scheduled Maintenance means any maintenance at the network segment to which your dedicated server is connected and which you are notified of 48 hours in advance. Notice of Scheduled Maintenance will be provided to your designated point of contact by a method elected by us (telephone, e-mail, or fax). Details will also be posted on <http://www.isl.com>.

We reserve the right to carry out emergency maintenance work at any time on the network, or at our Points of Presence, giving you as much warning as is reasonably possible.

1.3 Service Availability Guarantee Process: At your request, we will calculate your "Internet Unavailability" in a calendar month. "Internet Unavailability" consists of the number of minutes that your dedicated server is not accessible from the Internet, and includes unavailability associated with any maintenance at the ISL network segment to which your dedicated server is connected other than Scheduled Maintenance. Outages will be counted as Internet Unavailability only if you open a fault ticket with ISL customer support within five days of the outage.

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Internet unavailability will not include Scheduled Maintenance, or any unavailability resulting from

- (a) your applications
- (b) your acts or omissions, or any use or user of the service authorised by you or
- (c) reasons of Force Majeure or other circumstances beyond our reasonable control (as defined in our General Terms and Conditions of Supply).

1.4 Service Availability Guarantee Remedy: For each cumulative hour that your dedicated server is unavailable from the Internet, or fraction thereof in any calendar month: at your request, your account shall be credited for the pro-rated charges for one day of the ISL Monthly Fee for the service on which this Service Availability Guarantee has not been met.

### **2. BANDWIDTH CONTENTION**

2.1 ISL will ensure a 1:1 contention ratio on bandwidth. We will always have (more than) enough bandwidth to service every single customer at full capacity. Due to direct relationships with all our bandwidth suppliers, we have the ability to increase our available bandwidth instantly, and on demand.

This Service Level Agreement ("SLA") shall be deemed to be part of the Service Description. We reserve the right to amend the SLA from time to time, effective upon posting of the revised SLA to the above URL or by other notice to you. The SLA sets forth your sole remedies for any claim relating to this service or the ISL Network, including any failure to meet any guarantee set forth in the SLA. Our records and data shall be the basis for all SLA calculations and determinations. The maximum amount of credit in any calendar month under the SLA shall not exceed 10% of the Monthly Fee which (without any credit) would have been charged for our service that month.