



AUDIO - VIDEO - CONTENT MANAGEMENT - WEB DEVELOPMENT - HOSTING

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xs developments

Service Level Agreement

Last updated: Thursday 16th June, 2005.

Revision 1.3

Definitions:

- XSDV – XS Developments.
- World-Wide-Web – A sub-network of the Internet which people 'surf' with Internet Browsers.
- Domain – A name on the World-Wide-Web such as www.yourcompany.com
- Web site - The code, including graphics, sound, audio/video that is presented on your domain and served via XSDV to people browsing the world-wide-web under your domain.
- Online / Offline – The terminology used to deem whether something is available via the Internet (online) or not (offline).
- Web Service – The hosting of your web site, making it available to people that type in your domain name.
- Web Server – The physical machine that runs the web hosting software.

Standard Service Level Agreement (Not including failover service)

XS Developments (XSDV) will host/manage your web site. It will endeavour to maintain the highest possible level of service and availability via the Internet and World-Wide-Web.

XSDV will guarantee a 99% online availability of your web site. If the web service is down more than 1 percent in any one calendar month, XSDV will discount the following months hosting charge by a rate of 10 percent for each percentage over the initial 1 percent the web site is down. For example, if the web site is down 3 percent, a discount of 20% (3% minus the original 1% x 10% = 20%) will be given to the client. If the web site is down for more than 10% of the calendar month (3 successive days in a row), the client will receive a 100% discount on next month's hosting charge. This SLA only applies to the web service. XSDV does not maintain a SLA for email services, but will pursue any problem with the upmost urgency.

Failover Service

Clients opting for a failover service will also be covered by a 99% online availability for the failover service, increasing the total effective online availability to around 99.9%

Exceptions to the Service Level Agreement

Downtime due to web-server maintenance

XSDV can temporarily stop the web service if maintenance, server upgrades or other miscellaneous tasks require the web service to be stopped. This is usually done at a low-traffic time (usually between 1am-4am on a weekend), however this may occur at any time if it is in the best interests of XSDV and your web site in protecting the integrity of the web server and software running on the web server.

Downtime due to third party services

Your Web site may be unreachable because a service between you and the XSDV Web Server has been brought offline. If we become aware of a third party problem, we will cooperate with them to have the problem resolved as soon as possible.

Downtime due to viruses, Trojans or acts of Terrorism

Although every precaution can be taken, XSDV cannot guarantee against downtime due to viruses or trojans or hackers that may hack into the web server and bring down the web service. This includes electronic or physical breach by terrorist activity.

Downtime due to fire, flood, earthquake or other natural disasters

Although the web server is housed in a secure and safe environment with a reinforced steel cage, the room may still be breached by extreme circumstances such as a fire. If destroyed, XSDV will replace the Web Server as soon as possible at its own expense.

Privacy Agreement

XSDV will not disclose information held within your web site / database to other parties. Information that is backed up by us is also not disclosed to other third parties. XSDV will however disclose information if presented with a legal document such as a subpoena requiring us to do so.

Backups

Database

XSDV will usually maintain database backups of your web site data offline every seven (7) days, however unless expressly required, XSDV will only guarantee a definite database backup made within the last twenty-eight (28) days.

Content

Web site content backups (such as images uploaded via Content Manager) are not part of the database backup. Although XSDV usually includes all data, including images, during backups of the entire Web Server, we urge the client to make their own backups of images they have uploaded at all times.

Email Hosting

Although XSDV provides email services, email is NOT part of XSDV's SLA. XSDV can provide email services through your domain or email forwarding, however large corporate organisations who use extensive amounts of email are urged to use a dedicated email host which we can arrange at an additional fee.

XSDV cannot be held liable for the unsuccessful delivery of email once it leaves our network, nor can we protect against other third party mail services blacklisting your mail account. However, XSDV will cooperate with other providers to resolve blacklistings wherever possible.

Late Payments

XSDV will send you an invoice for the next month or next quarter's hosting charge. If this invoice is not paid by the due date, XSDV may at its own discretion send an OVERDUE reminder invoice. If payment is still not received within a further 7 days of this notice, XSDV will either a) Disconnect the web service until payment is received; or b) Maintain the service with a 5% late fee on the next bill and/or \$10 – whichever is higher. XSDV will make this decision based on the course of action you specify. Otherwise, XSDV will take the course of action it feels is appropriate under the circumstances. Extremely overdue / outstanding invoices will result in the account forwarded to our debt collection service.

Refusal of service

XSDV maintains the right to refuse any client who has not paid their bill, threatens or is being abusive (verbally or via any means such as through legal representation), or violates any of the terms held within the Acceptable Use Policy. In the event a client is refused service and / or does not resolve any outstanding amounts due to XSDV, XSDV may at their own discretion terminate any and all services to the client and all obligations under the Service Level Agreement is waived.

Declaration

I have read the Service Level Agreement and agree to allow XS Developments to host and maintain our website(s) under this agreement.

Company Name	
ABN	
Principal Address	Street Suburb Postcode
Phone	
Fax	
Contact Name	
Contact Title	
Website(s)	
Email Addresses	
Email Boxes	
Hosting Charges	
Agree SLA 1.2?	Course of action taken: <input type="checkbox"/> A (Disconnection) <input type="checkbox"/> B (Late fees)
Special Requirements	Other DNS, Email hosts, etc.
Signed	I hereby authorise XS Developments to host and manage my Website(s). I have read and understood the Service Level Agreement. DATE ____/____/____

XS Developments SLA – End of document.