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Service Level Agreement

Website Hosting Service Level Agreement

This service level agreement applies to website and email hosting services provided by Fireworks Websites Pty Ltd. For the purposes of this document *Fireworks Website Pty Ltd* shall be referred to as '*Fireworks*'.

1. Objectives

This agreement sets out the minimum level of service that Fireworks is required to meet and the corresponding penalties for not meeting such levels. Our objective is to provide a continuously operating service that is beyond the minimum levels specified.

2. Service Level Guarantee

The service level guarantee will be measured by Fireworks and is based on the up-time of the hosting server. If Fireworks determines that primary services were unavailable for period exceeding the maximum allowable time (that being 0.01%), Fireworks will credit the affected client accounts accordingly.

Goals

Fireworks' goal is to achieve 100% web site and server availability for all customers. Our published service level agreement is an up-time of 99.99%. Therefore the acceptable downtime limit is 0.01%. This percentage is calculated based on a total number of hours each month.

Service Level Penalties

Subject to the exceptions listed in section 3 of this agreement if the web site or server availability of customer's web site or server is less than 99.99%, Fireworks will issue a credit to the customer's account in accordance with the following schedule, with the credit being calculated on the basis of the monthly service charge for the affected Services:

Web Site or Server Availability	Credit Percentage
98% to 99.99 %	10%
94% to 98%	20%
90% to 94%	30%
87% to 90%	50%
Below 87%	100%

3. Exceptions

Customers shall not receive any credits under this SLA in connection with any failure or deficiency of Web Site or Server Availability caused by or associated with:

1. circumstances beyond Fireworks' reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, earthquake, hurricane or other acts of God, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, website programming by third party companies or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;
2. scheduled maintenance and emergency maintenance and upgrades;
3. DNS issues outside the direct control of Fireworks;
4. customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc), any negligence, willful misconduct, or use of the Services in breach of Fireworks' Terms and Conditions and Acceptable Use Policy;
5. DNS (Domain Name Server) Propagation.
6. outages elsewhere on the Internet that hinder access to your account. Fireworks is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it.

4. Account Credit Requests

To receive a credit for a hosting account, the customer must make a request by sending an e-mail message to hosting@fweb.com.au. The e-mail message must include the affected domain name and the dates and times of the unavailability of customer's web site. If the unavailability is confirmed by Fireworks, credits will be applied to the cost of the following billing period.

The total amount credited to customer in a particular month under this SLA shall not exceed the total hosting fee paid by customer for such month for the affected Services.

Note: Credits are not refundable and can be used only towards future billing charges. Beyond the refundable costs of the website hosting, Fireworks do not agree to pay any additional remuneration to a client.

5. Performance & Security

Policies And Procedures

All servers are continuously monitored by technicians to ensure rapid response to any faults which may occur. Monitoring is carried out on all primary services. Monitoring feedback is provided to Fireworks staff 24 hours per day, 7 days per week.

Servers have multiple connections to power supplies and high speed internet cable to ensure that there are backup services available in the event of a power outage or internet outage.

Servers are backed up daily. The backups are held for a period of 14 days, allowing a server to be restored to a back up version within the last 14 days. The backups are stored in multiple physical locations around Australia to protect the backed up information from being lost in fire, earthquake or other unforeseen physical disasters.

Servers are updated periodically with anti-virus software, managed firewalls, anti-spam software and other applications to ensure a high level of security for the clients individual website and the integrity of the entire server.

Critical Issues

Critical issues relate to the server's performance such as the server going offline or reaching a maximum capacity. In this case, every person attempting to connect to a website on that server is affected and therefore the issue is deemed to be critical. Support for critical issues is available from Fireworks between business hours as discussed in section 6. Outside of business hours, critical issues are immediately responded to by server technicians and Fireworks staff automatically.

The most common critical issues are:

- Maximum CPU usage
- Maximum server storage space usage
- Virus, Spam or Hacker attack on the entire server

Non-Critical Issues

Non-critical issues relate to a problem with the individual client's connection to the server whilst the server is still online. In this case the general public can connect to the server however the individual client cannot. The issue is therefore deemed to be non-critical. Non-critical issues are not a fault of the website hosting, nor are they the result of a lack of monitoring. Support for non-critical issues is available from Fireworks between business hours as discussed in section 6.

The most common non-critical issues are related to the following areas:

- Microsoft outlook configuration or support
- Problems with the clients' ISP
- Internet browser or ISP caching
- Technical problems with the clients' internet browser
- Third party plugins on the clients' internet browser
- The server firewall temporarily stopping an email connection due to hacker, spam or virus attack.
- Incorrect passwords
- General technical support
- Updating a website

7. Customer Support

Support During Business Hours (8am – 6pm)

During business hours, support requests can be made by phone to 1300 880 648 or by email to support@fweb.com.au. All support requests will be handled as soon as possible. The target time to action all support requests is within 10 minutes.

Support Outside Of Business Hours (6pm – 8am)

Outside of business hours, customer support is not currently available. Any phone messages or emails will be replied to as soon as possible when business hours resume the next day.

To ensure that any server issues are attended to promptly outside of business hours, Fireworks server technicians monitor all hosting servers 24 hours a day and to respond immediately to server problems. Fireworks staff are also immediately notified of any server issues and can respond to these alerts immediately. This policy ensures that any server problems are fixed promptly regardless of what time of day it is.

8. Definition of Terms

Primary services: Network availability, Operating system, Web server, Email server, Database servers.

Up-time: the total percentage of hours each month not affected by down-time.

Down-time: the total duration each month for which the primary services are not operating at a reasonable level. Down-time does not include periods for which the primary services are not operating as a result of scheduled outages or outages which can reasonably be determined as resulting from the customers actions.

Customer: Persons to whom the client has authorised access to the web hosting for the purposes of configuration, testing or development or those persons authorised/requested to act on behalf of the client.



Scheduled outages: From time to time upgrades to hardware and or software may be required, such upgrades will be performed outside of business hours. The client will be notified as far as practicable in advance of such upgrades. Scheduled outages under normal conditions should not exceed 5 hours per year. Under normal conditions the client will be advised via the Fireworks technical news mailing list no less than 24 hours in advance of any scheduled outage.

Client: The company or individual so named on the web hosting order or hosting agreement.

ISP: Internet Service Provider. The company that provides the service of accessing the web. This is a different service to website hosting.