

Service Level Agreement for Shared Web Hosting Services

1. Coverage and Terminology

This Service Level Agreement (SLA) applies to you ("customer") if you currently hold an account with any of the Shared Web Hosting services from BOOYAH Hosting (the "Services") and your account is current (i.e., not past due) with BOOYAH Hosting.

As used herein, the term "Web Site Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the content of customer's Web site is available for access by third parties via HTTP and/or HTTPS, as measured by BOOYAH Hosting.

2. Service Level

a. Objective:

BOOYAH Hosting aims to achieve 100% Web Site Availability for all customers.

b. Remedy:

Except under the conditions mentioned in the next section below, if the Web Site Availability of customer's Web site is less than 100%, BOOYAH Hosting will issue a credit to customer according to the following table:

Web Site Availability	Total Downtime in a 30 days calendar month	Credit Percentage
99.9 to 100%	0 to 43.2 minutes	0%
98% to 99.8%	43.2 mins to 14 hrs 24 mins	10%
95% to 97.9%	14 hrs 24 mins to 36 hrs	25%
90% to 94.9%	36 hrs to 72 hrs	50%
89.9% or below	more than 72 hrs	100%

The credit will be calculated based on the monthly service charge for the affected Services.

3. Maintenance Procedure

- a. BOOYAH Hosting will do its best to announce any scheduled maintenance at least 24 hours ahead of time to the customer.
- b. BOOYAH Hosting reserves the right to perform emergency maintenance without any prior notification, should it be deemed necessary to protect and maintain the security and integrity of the Service.

4. **Conditions**

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

- a. circumstances beyond BOOYAH Hosting's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, 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, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;
- b. failure of access circuits to the BOOYAH Hosting's Network or it's upstream providers, unless such failure is caused solely by BOOYAH Hosting;
- c. scheduled maintenance and emergency maintenance and upgrades;
- d. DNS issues outside the direct control of BOOYAH Hosting;
- e. issues with FTP, POP, IMAP, or SMTP customer access;
- f. false SLA breaches reported as a result of outages or errors of any BOOYAH Hosting's measurement system;
- g. customer's acts or omissions (or acts or omissions of others engaged or authorised 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 BOOYAH Hosting's Terms of Service and Acceptable Use Policy;
- h. e-mail or webmail delivery and transmission;
- i. DNS (Domain Name Server) Propagation.
- j. outages elsewhere on the Internet that hinder access to your account. BOOYAH Hosting is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. BOOYAH Hosting will guarantee only those areas considered under the control of BOOYAH Hosting : BOOYAH Hosting server links to the Internet, and BOOYAH Hosting's servers.

5. **Credit Request and Payment Procedures**

In order to receive a credit, customer must make a request therefore by filling the form at <http://www.booyah.com.au>. Each request in connection with this SLA must include customer's account name (per customer's control panel login) and the dates and times of the unavailability of customer's Web site and must be received by BOOYAH Hosting within ten (10) business days after customer's Web Site was not available. If the unavailability is confirmed by BOOYAH Hosting, credits will be applied within two billing cycles after BOOYAH Hosting's receipt of customer's credit request. Credits are not refundable and can be used only towards future billing charges.

Notwithstanding anything to the contrary herein, 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. Credits are exclusive of any applicable taxes charged to customer or collected by BOOYAH Hosting and are customer's sole and exclusive remedy with respect to any failure or deficiency in the Web Site Availability of customer's Web site.

Note: Credits are not refundable and can be used only towards future billing charges.