

## Objective

BlueCentral Hosting Solutions (referred to as “BlueCentral” in this document) is committed to providing superior hosting services and the highest quality of care for our clients. Our goal is to provide a Service Level Agreement (SLA) that is competitive with industry standards while providing our clients with superior customer support.

## Services Covered

This SLA applies to all BlueCentral Dedicated Hosting and BlueCentral Co-Location Hosting Services (whether Standard, Advantage, Premium or Enterprise) ordered by any Customer whose account is current and which BlueCentral provides through the BlueCentral Network.

## Service Availability

BlueCentral’s objective is to have Service Availability for Services covered by this SLA of 99.9%. Where Service Availability is less than 99.9%, BlueCentral will provide a Fee Rebate against Monthly Recurring Fees set out in the Customer’s Cover Sheet in an amount set out in the Fee Rebate Table below.

**Service Availability** is defined as the percentage of time Services are available to the Customer during the course of a month. Service Availability is calculated in accordance with the following formula:

$$\text{Service Availability for Month} = \frac{(T - D) \times 100}{T}$$

Where:

T is the total number of minutes in the Month; and

D is Downtime.

**Downtime** means any interruption to availability of Services which exceeds 90 seconds, but does not include interruptions resulting from:

- (a) planned outages for scheduled maintenance;
- (b) network outages caused by other carriers;
- (c) Force Majeure (as defined in the Standard Terms and Conditions);
- (d) Any other circumstances outside the reasonable control of Blue Central, including without limitation 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;
- (e) Any acts or omissions of Customer (or acts or omissions of others engaged or authorized by Customer), including, without limitation, custom scripting or coding, any negligence, willful misconduct, or use of the Services in breach of BlueCentral’s Standard Terms and Conditions and/or Acceptable Use Policy;

**DEDICATED AND CO-LOCATED HOSTING**

- (f) In the case of Co-Located Hosting Services, any interruption resulting from or caused by faults in hardware or software provided or controlled by Customer.

BlueCentral measures **Service Availability** at the point (**Service Delivery Point**) where the Internet interfaces with the BlueCentral router at the BlueCentral data centre through which the Services are provided.

**Service Availability** is determined primarily through the BlueCentral fault ticketing system which operates through the Control Panel. This system logs faults and issues fault tickets when a Customer notifies BlueCentral of the fault through the Control Panel.

**Fee Rebates for Service Unavailability**

BlueCentral will provide the following Fee Rebates:

SLA Hours in Month	Equivalent %	Monthly Fee Rebate
0.00 – 0.73	100.00000% - 99.90000%	0%
0.74 – 4.5	99.89863% - 99.38356%	25%
4.60 – 12.5	99.36986% - 98.28767%	50%
12.60 – 14.5	98.27397% - 98.01370%	75%
14.60 or greater	98.00000% - or Less	100%

[or alternatively]

SLA Hours in Month	Monthly Fee Rebate
From 45 minutes to 4 hours	5%
From 4 hours to 6 hours	15%
In excess of 6 hours	30%

Customers must submit a claim for a Fee Rebate within 14 days after the end of the month in which the interruption to Service Availability occurred using the Service Availability Claim Form in the Control Panel.

A Customer is not entitled to claim a Fee Rebate where:

- (a) its account is not current in accordance with the payment terms set out in the Standard Terms and conditions; or
- (b) Customer has not complied with BlueCentral support processes and guidelines.