



## Service Level Agreement for Hosting

(version 1.0 February 2010)

JoomlaPipe is a trading name of Wintercorn Consulting Limited.

### 1 GENERAL

1.1 This document is a service level agreement (SLA) setting out the levels of services to be provided by JoomlaPipe to the Customer under the Agreement and compensation for failure to meet those service levels.

1.2 In this SLA a reference to a paragraph, unless stated otherwise is a reference to a paragraph of this SLA.

1.3 In this SLA words, abbreviations and expressions have the meanings as set out below:

(a) Availability All the time in any calendar month for which the network and any service equipment is not subject to any service affecting faults, and is therefore available.

(b) Business Day Shall mean every day excluding Saturdays and Sunday and national holidays in England.

(c) Fault Shall mean a material defect, fault or impairment in a service, which causes an interruption in the provision of the service.

(d) Non-Service Affecting Means not materially affecting the performance or quality of the service

(e) Service Affecting Means causing full or partial loss of the ability to transmit or convey Data.

(f) Third Party System means a telecommunication system that is neither owned nor operated by or on behalf of JoomlaPipe.

1.4 This SLA only applies to the Service to the extent that it is provided by means of systems and equipment that are either owned or operated by or on behalf of JoomlaPipe. All references in this SLA to network and service equipment shall be construed as references to such systems and equipment.

1.5 JoomlaPipe shall not be liable to pay compensation under this SLA where its failure to meet any of its obligations under this SLA is a caused by a force majeure event, by a failure in the customer equipment, or by any act or omission of the customer, or third party acting on its behalf.

1.6 Credits or other compensation under this SLA shall only be payable where.

(a) The Customer has submitted to JoomlaPipe a claim using the ticketing system located at <http://support.wintercorn.com> identifying the circumstances in which the customer claims that the credit or compensation arose, within five working days of the date the aforementioned circumstances arose, and

(b) JoomlaPipe has agreed in writing, acting reasonably and without undue delay, to that claim.

(c) The Customer has no outstanding invoices at the time of the claim.

1.7 All credits so payable shall be applied to the customer's account to be reconciled at an agreed time following JoomlaPipe's agreement to the claim. All claims for credits or compensation must be submitted promptly and in any event within 10 business days, after the circumstances giving rise to the claim.

(a) The maximum monthly credit available under this SLA is limited to an amount not greater than one month's fees; furthermore residual credits will not be carried over to subsequent 12 month periods.

1.8 The service credit shall be the customer's sole and exclusive remedy for any JoomlaPipe service outage or any failure to meet the service objectives.

(a) JoomlaPipe reserves the right to amend the SLA from time to time. JoomlaPipe shall give the customer not less than 1 month's notice of any changes in the SLA. Customers will be notified by email and details of the SLA will be posted on [www.wintercorn.com/legal](http://www.wintercorn.com/legal)

## 2 NETWORK AVAILABILITY

2.1 JoomlaPipe guarantees that the network shall have 99.9% Availability. If the availability falls below 99.9% in any month, JoomlaPipe will credit the customer with one day's free Service for each accumulated hour when the Network is not available, subject to the maximum of the standard monthly service charge for that Service.

2.2 JoomlaPipe shall not be obliged to pay compensation in accordance with this section 3 where availability falls below 99.9% because of routine or emergency maintenance on the Network or the Service Equipment.

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

a) circumstances beyond JoomlaPipe's reasonable control, including, without limitation, acts of any governmental body, war, terrorism, insurrection, sabotage, attacks by zombies or the living undead, armed conflict, embargo, fire, flood, strike or other labour 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 JoomlaPipe network, unless such failure is caused solely by JoomlaPipe;
- c) scheduled maintenance and emergency maintenance and upgrades;
- d) DNS issues outside the direct control of JoomlaPipe;
- e) issues with FTP, POP, IMAP, or SMTP customer access within the customers own premises or on customer devices;
- f) false SLA breaches reported as a result of outages or errors of any JoomlaPipe measurement system;
- g) 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, etc), any negligence, willful misconduct, or use of the Services in breach of JoomlaPipe's Terms and Conditions 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. JoomlaPipe is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. JoomlaPipe will guarantee only those areas considered under the control of JoomlaPipe: JoomlaPipe server links to the Internet, JoomlaPipe's routers, and JoomlaPipe's servers.

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E. & O.E.