



## Service Level Agreement

Amended 16th July 2019

### 1. Overview

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This agreement describes the standard level of service that all website hosting customers can expect from Wintercorn Consulting Limited.

It attempts to quantify the levels of service that all hosting customers can expect, and the remedies we offer if we fail to provide service at those levels.

#### *Useful links*

Systems status      [status.wintercorn.com](https://status.wintercorn.com)      (independently shows uptime)

System alerts      [twitter.com/WCLSupport](https://twitter.com/WCLSupport)      (shows active service issues)

### 2. Definitions

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“Wintercorn”, “we”, “us”, “our” means Wintercorn Consulting Limited of The Union Building, 51-59 Rose Lane, Norwich, Norfolk, NR1 1BY

“Service” means any hosting or connectivity service offered by Wintercorn, including but not limited to Hosting Services, Support and Maintenance Agreements.

“Client”, “you”, “your” means you, the person or persons in whose name(s) a service is maintained by.

“Technical contact” means a person or persons nominated by the client with whom Wintercorn can discuss all matters of a technical nature relating to the Service.

“Working hours” means 9am to 5.30pm, Monday to Friday, excluding English bank holidays.

## 2. Support

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All support requests must be submitted through our ticket system located at:

[www.wintercorn.com/support-home](http://www.wintercorn.com/support-home)

If you do not have a support account please [contact us](#) and we will set one up.

We do not provide support by email and support requests sent via email will be directed to our ticket system.

## 3. Response Times

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**General Support**, unless noted otherwise in the project proposal, is provided by Wintercorn on a first-come, first-served basis and is chargeable.

**Managed Hosting Support**, unless noted otherwise in the project proposal, takes priority over General Support tickets.

An urgent ticket from any client (site down/hacked etc) takes priority over all tickets.

Tickets submitted with the wrong priority are subject to amendment.

We aim to at least acknowledge, if not fully answer, all tickets submitted through our system within 4 working hours. Resolution time will depend upon the nature of the issue.

We aim to answer our phones immediately during working hours, but under times of high demand or staff unavailability, we may divert calls to an answering service where we promise to return all messages as soon as possible.

We aim to reply to messages submitted through our contact form during working hours as soon as is reasonably practicable.

## 4. Payment For Support

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If you have an active support subscription any tickets submitted will be subtracted from your monthly allowance as defined in your project proposal. Tickets which take you over this allowance will be chargeable.

If you do not have an active support contract you will be invoiced for the time spent at the end of each calendar month.

All support queries are calculated in batches of 15 minutes pro-rata at our standard hourly

rate which is available at [www.wintercorn.com/legal](http://www.wintercorn.com/legal).

By submitting a ticket you agree to be charged.

#### 4. Performance Credits

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In the event of Wintercorn not being able to offer 100% network uptime for the particular calendar month, a performance credit will be given to the customer's account.

Such downtime would be measured from the time customer raises a support ticket up until the server is once again able to send and receive data packets.

A credit of 5% of the monthly hosting charges would be given for every single 30 minute period of downtime.

At no point of time shall the total credit exceed the amount paid as one month's hosting fee by the customer.

A performance credit shall not be payable unless you request it by support ticket within 30 days of the end of the calendar month in respect of which the Uptime Service Level was not met.

Payment shall only be applied to reduce future hosting charges and is not paid directly.

A request needs to be made as soon as is practicable after the incident and in any case within 30 days.

#### 6. Site Updates

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##### *Managed Hosting*

Our Managed Hosting service promises that we will monitor, update and maintain your site. We use automated monitoring systems as well as manual audits to ensure that all sites are running the latest core software and extensions/plugins.

We monitor for updates and test on our local development platform before deploying to client sites. Updates are generally performed throughout the week as they come available, unless a security update is required when they will be updated as soon as is practicable.

We will update all free extensions and those commercial extensions for which we have an active subscription. Sites which have commercial extensions where we **do not** have an active subscription may need additional payment, unless this has been specified in the project proposal.

We may at our discretion not update some core files or extensions/plugins if this would impact any aspect of the sites functionality or security.

### *Basic Hosting*

Sites with a Basic Hosting package are self-managed and updates are not provided by Wintercorn unless, at our discretion, we consider an update necessary to resolve or mitigate a security issue which may affect other sites on the same server or cluster.

We are able to provide a list of extensions which have been updated on each site. If you would like this information please open a support ticket.

## **7. Exceptions**

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The following events do not count towards our calculation of uptime:

- Scheduled maintenance;
- Emergency maintenance, hardware and software failure remedied under 1 hour;
- Distributed denial of service (DDOS) attacks, hack attacks, and other similar events;
- Downtime caused by you, your own configuration, or third-party applications you use;
- Downtime caused when you reach the maximum resources allocation for your plan;
- Downtime caused because you have violated our terms;
- Downtime during work on your technical support request(s); or
- Force majeure.

Our calculation of network availability is based on our external uptime tool located at [status.wintercorn.com](https://status.wintercorn.com)

We will not accept Third Party reports as evidence that you are entitled to a credit under this SLA. This document is your sole and exclusive remedy for downtime, or any network, software, hardware or equipment failure.

Wintercorn reserve the right to temporarily suspend all guaranteed service levels and /or support for customers with outstanding invoices.