

SERVICE LEVEL AGREEMENT

Network

Under our Service Level Agreement we guarantee that our network infrastructure will be available 100% of the time in each month, unless undergoing scheduled maintenance.

Network availability normal functioning of all network infrastructure which includes but is not limited to routers, cabling, and switches. The Network infrastructure is defined as the portion of the network extending from the outbound port on your cabinet switch to the outbound port on the border router. Services or software running on your servers are not counted as part of the network.

Downtime begins when an interruption is recorded in our monitoring system or a support ticket is opened saying that you can't transmit and receive data (whichever is earlier). In the unlikely event that Network infrastructure availability should fall below 100% in a given month due to our fault, and this failure directly and adversely affects your service, we will refund to you 5% of your monthly recurring charge per half hour of network infrastructure downtime (up to 100% of the monthly recurring charge) for the affected service.

Hardware

We guarantee all Hardware components will function properly and will rectify or replace any component with a fault at no cost to you. Hardware is defined as the server chassis, processor(s), memory, storage devices, motherboard, power supplies, and network interface cards. This includes faults in Hardware due to failures in power and HVAC infrastructure including UPS, PDU and cabling. This guarantee does not apply to the time required to rebuild a RAID array, reload the operating system, reload and configure applications, and/or restore from backup (if necessary).

We will begin fault resolution once we identify the problem component. Fault resolution is guaranteed to be complete within one (1) hour of problem identification by us. In the event of a hardware failure which causes an outage in your hosted configuration, failed hardware is guaranteed to be repaired or replaced within one (1) hour of problem identification by us.

In the event that we should fail to replace hardware within one hour of problem identification due to our fault, and such failure directly and adversely affects your hosted configuration, you are entitled to 5% of your monthly recurring charge per hour of additional down time beyond the first one hour after problem identification (up to 100% of your monthly recurring charge) for the affected service.

This SLA does not apply under circumstances when the customer is in breach of the Acceptable Use Policy (section 2 of this document) or if the customer has an overdue account.

ACCEPTABLE USE POLICY

This Acceptable Use Policy (AUP) is referenced in your Service Contract with BHost Limited.

BHost Limited reserves the right to suspend or terminate your service for breach of the Acceptable Use Policy in accordance with the Service Contract. No credit will be given under the Service Level Agreement (SLA) for interruptions to service resulting from breach of this Acceptable Use Policy.

We reserve the right to test and / or monitor your compliance with the AUP.

Abuse

You must not use BHost Limited's servers, network infrastructure or services to engage in, foster, or promote illegal, abusive, or irresponsible behaviour, including:

- Unauthorised access to any computer system or network, or any computer-stored data, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorisation of the owner of the system or network
- Monitoring of any system or network without express authorisation of the owner of the system or network
- Interference with any BHost Limited computer system or network or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks
- Collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, "phishing", Internet scamming, password robbery, "spidering", and "harvesting")
- Collecting or using information without the consent of the owner of the information
- Use of any false, misleading, or deceptive TCP-IP packet header information in an email or a newsgroup posting
- Use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user
- Any conduct that is likely to result in retaliation against the network or website of BHost Limited, or BHost Limited's employees, officers or other agents, including engaging in behaviour that results in any server being the target of a denial of service (DoS) attack
- Any other breach of the Computer Misuse Act 1990

Bulk or Commercial Email

You must comply with The Privacy and Electronic Communications (EC Directive) Regulations 2003 and other laws and regulations relating to the bulk sending of email or

the send of commercial email. Furthermore you must ensure:

- Any recipients to which you send electronic mail have explicitly given consent to receive email from you via an affirmative measure e.g. an opt-in procedure
- You have procedures in place to permit recipients to revoke their consent e.g. an unsubscribe link
- Any domain names hosted on a BHost Limited network or system must have working and monitored abuse@ and postmaster@ email addresses

These policies apply to messages sent using your BHost Limited provided service, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site or an email address hosted via your BHost Limited provided service. In addition, you may not use a third party email service that does not practice similar procedures for all its customers. These requirements apply to distribution lists prepared by third parties to the same extent as if the list were created by you.

In the event that any IP address assigned to you is listed in an online spam database as a result of breach of this Acceptable Use Policy BHost Limited reserves the right to protect its IP addresses and / or that of its suppliers,

Unacceptable Content

BHost Limited does not permit the use of its network and / or services for the purpose of publishing, transmitting or storing illegal material including any content BHost Limited reasonably believes:

- Constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, or non-consensual sex acts
- Is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech
- Is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes
- Is defamatory or violates a person's privacy
- Creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with a investigation by law enforcement
- Improperly exposes trade secrets or other confidential or proprietary information of another person
- Is intended to assist others in defeating technical copyright protections
- Infringes on another person's copyright, trade or service mark, patent, or other property right
- Promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking
- Is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to BHost Limited

For the purposes of this Acceptable Use Policy, “publishing, transmitting or storing” includes HTTP web content, email, USENET and bulletin board postings, chat, and any other type of transmission that relies on the BHost Limited network.

Copyrighted Material

You may not use BHost Limited's services or network for the publication, distribution or transmission of copyrighted text, music, video, art, software, images or other work protected by copyright law unless you have received permission from the copyright holder to do so or copyright law permits such publication, distribution or transmission without the permission of the copyright holder.