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Service Level Agreement

This Service Level Agreement ("SLA") covers the services provided by Wizbit Internet Services Ltd., and is made between Wizbit Internet Services Ltd. ("Wizbit", "we", "our" or "us") and you ("Client", "you"). Services covered by this agreement include Shared Hosting, Dedicated Hosting, Website Design and Custom Scripting where provided entirely by Wizbit.

Uptime Guarantee

Network Uptime is the total time in a calendar month that the Wizbit network is available through the Internet, provided that the Client has established connectivity. Wizbit takes responsibility for Network Uptime within their network only; no liability can be accepted for the availability of upstream connectivity providers outside of our network. Our guarantee is that our Network will be available to clients free of Network Outages for at least 99.9% of each calendar month.

Network Outages & Unscheduled Downtime

A Network Outage or Unscheduled Downtime is any unplanned or unscheduled interruption in Service availability during which the Client is unable to access the services as described in the section titled "Network Uptime" above. A Network Outage is defined as a period in which 100% packet loss to our network is experienced and which is determined to have been caused by a problem in Wizbit's Network. Downtime or outages are measured as the total length of time of the unplanned interruption in service availability in a calendar month.

Scheduled Downtime

From time to time it may be necessary to undertake essential maintenance or upgrades of our network hardware and/or software in order to provide you with a better service. The "at-risk" period for Wizbit's network, during which time scheduled downtime may occur with no specific notification to the user, is from 23:00 Wednesday – 03:00 Thursday (London time) each week. Should downtime be necessary at other times, at least 24 hours notice will be provided to the Clients.

SLA Violation Credit

SLA Violation Credit accrues to the Client when our uptime guarantee is not met. Wizbit will refund the customer 5% of the monthly fee for each hour of unscheduled downtime (up to 100% of your monthly fee). Downtime is measured as the period of time during which the network is 100% unreachable. In the event of SLA violation, please contact support@wizbit.net within 10 days; our personnel will then investigate the outage and arrange credit to your account where appropriate. Note that SLA violation credit does not apply to server hardware failure.

The following are excluded from the monthly calculation of Service Availability:

- Scheduled downtime
- Problems outside of Wizbit's network (upstream providers, or client's inbound connection) not effecting 100% loss to our network
- Interruptions or failure of individual services caused by the client, their employees or their customers. This includes hardware or software misconfiguration, client abuse or over utilization of resources, hacked servers, attacks, exploits, or server hardware failures.

Updates

Wizbit reserves the right to update and amend this policy as is deemed necessary. Changes in this policy will be notified to the Client via email. This version was updated on June 23rd 2004