

Service Specifications & Agreement (SLA)

Service	
Monthly Traffic	Unlimited [‡]
POP / IMAP Email	Unlimited [‡]
IP Addresses	Unlimited ^{3‡}
FREE SSL Certificates	Unlimited [‡]
MySQL Databases	Unlimited [‡]
Anonymous Nameservers	Yes
Custom Nameservers	Yes
Unlimited Support Callbacks	Yes
<u>Uptime SLA</u>	Yes
Lower Contention (can upgrade)	No
Cloud Redundancy (can upgrade)	No
Support	
Working Week Support	Yes
UK Telephone Support	Yes
User Guide + Video Tutorials	Yes
Dedicated Support	Yes
File Access	
CMS Editor Access	Yes
Subversion Support	Yes
SSH	Yes
Scripting	
PHP	5.3.2
Ruby on Rails	Yes
Perl	Yes
CGI	Yes
PHP Safe Mode	Off

PEAR	Yes
SuPHP	Yes
IonCube Loader	Yes
SourceGuardian Loader	Yes
Zend Optimizer	Yes
GD	Yes
Databases	
Maximum Size	Unlimited [‡]
phpMyAdmin	Yes
cPanel GUI Manager	Yes
Databases	
Softaculous Instant Application Installer	Yes
Cron Jobs	Yes
Backup Wizard	Yes
Redirects	Yes
Custom Error Pages	Yes
General Server Information	
OS	Linux
Low Contention Servers	Yes
Minimum Hardware	Dual Quad Core Xeon
RAM	8GB
Backups*	RAID-5 & backup every 24 hours at 3am
Web Server	Apache 2.2
Statistics	
AWStats	Yes
Raw Log Files	Yes

* Backups are for internal use only and charges apply if recovery is requested. Ecommerce customers are strongly advised to backup a copy of their product database on a regular basis.

Service Level Agreement Commitment

Coverage

This Service Level Agreement (SLA) applies to you ("customer") if you have ordered any of the dedicated servers, colocation, Ecommerce services from HML (the "Services") and your account is current (i.e., not past due) with HML. As used herein, the term "Server Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the content of customer's Web site or Operating System (OS) is available for access by third parties via HTTP, HTTPS, Remote Desktop, Terminal Services and SSH, as measured by HML.

Goal

HML's server partners UK2 Group and Schlund goal is to achieve 100% Server and Network Availability for all customers.

Remedy

Subject to below, if the Server Availability of customer's Server is less than 100%, HML will issue a credit to customer in accordance with the following schedule, with the credit being calculated on the basis of the monthly service charge for the affected Services:

Server Availability Credit Percentage:

99.49% to 98.00% 0%

97.99% to 97.00% 10%

Less than 96.99% 25%

Exceptions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Server Availability caused by or associated with:

- Circumstances beyond HML's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, 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;
- Failure of access circuits to HML, unless such failure is caused solely by HML;
- Scheduled maintenance and emergency maintenance and upgrades;

- DNS issues outside the direct control of HML;
- Issues with FTP, POP, or SMTP customer access;
- False SLA breaches reported as a result of outages or errors of any HML measurement system;
- 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, ASP, etc), any negligence, wilful misconduct, or use of the Services in breach of HML's Terms and Conditions and Acceptable Use Policy;
- E-mail or webmail delivery and transmission;
- DNS (Domain Name Server) Propagation.
- Outages elsewhere on the Internet that hinder access to your account. HML is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. HML will guarantee only those areas considered under the control of HML: HML server links to the Internet, HML's routers, and HML's servers.

Credit Request and Payment Procedures

In order to receive a credit, customer must make a request therefore by submitting an email ticket to our billing department via accounts@hmlmarketing.co.uk. Each request in connection with this SLA must include customer's account number (per HML's invoice) and the dates and times of the unavailability of customer's server and must be received by HML within seven (7) business days after customer's server was not available. If the unavailability is confirmed by HML, credits will be applied on the next billing cycle after HML's receipt of customer's credit request. Credits are not refundable and can be used only towards future billing charges.

Notwithstanding anything to the contrary herein, the total amount credited to customer in a particular month under this SLA shall not exceed the total server fee paid by customer for such month for the affected Services. Credits are exclusive of any applicable taxes charged to customer or collected by HML and are customer's sole and exclusive remedy with respect to any failure or deficiency in the Server Availability of customer's server.

Credits are not refundable and can be used only towards future billing charges.



‡ Subject to fair usage policy and individual package agreements