SERVICE LEVEL AGREEMENT RELATING TO THE SUPPLY OF SERVICES ("SERVICE LEVEL AGREEMENT")

SunnyHost Australia (ABN 28 918 544 714), trading as SunnyHost ("SunnyHost")

1. **COVERAGE AND TERMINOLOGY**
   1.1. This Service Level Agreement (SLA) applies to the Services provided by or on behalf of SunnyHost (trading as SunnyHost) to a current Customer (as defined in the Standard Terms).
   1.2. The application of this SLA with respect to Service Level Credits to the Customer by SunnyHost is subject to and conditional upon the Customer's account with SunnyHost being current (i.e., not past the due date for payment of fees) at the time of any Outage giving rise to a Service Level Credit and at the time any credit is requested is made under this SLA.
   1.3.
2. **SERVICE LEVEL COMMITMENT**
   2.1. A SunnyHost website Service (i.e., a Service based largely or wholly on the provision of infrastructure for a website) is **Available** if it can be accessed by third parties via HTTP and/or HTTPS outside the SunnyHost network, as assessed by SunnyHost.
   2.2. A SunnyHost Non-website Service is Available if the Service can be accessed from outside the SunnyHost network at the operating system level, as assessed by SunnyHost.
   2.3. **Availability** means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the SunnyHost Service is Available. **Unavailable** means any time the SunnyHost Service is not Available. An **Outage** is defined as any continuous period the SunnyHost Service is not Available.
   2.4. Under no circumstances does the SLA cover anything (including software) not provided by SunnyHost as part of the SunnyHost Service.
   2.5. **Service Level Credits**. Subject to the terms and conditions of this SLA, should the Availability of a SunnyHost Service drop below 99.99% in any calendar month (i.e., an outage of more than 4.32 minutes), SunnyHost will provide a credit to the Customer's account based on the duration of the Outage, according to the following table

	Total Downtime	Credit Percentage
99.99% to 100%	0 to 4.32 minutes	0%
98% to 99.99%	4.32 mins to 14 hrs 24 mins	10%
95% to 97.9%	14 hrs 24 mins to 36 hours	25%
90% to 94.9%	36 hrs to 72 hrs	50%
89% or below	More than 72 hrs	100%

2.6. Service Level Credits are calculated based on the Credit Percentage multiplied by the monthly service charge for the affected SunnyHost Service.

2.7. A Customer will not receive Service Level Credits, and SunnyHost will have no liability to the Customer under this SLA or otherwise in connection with any failure or deficiency of Availability caused by or associated with:

2.7.1. circumstances beyond SunnyHost's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, act of terrorism, 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;

2.7.2. failure of access circuits to the SunnyHost's network or upstream providers, unless such failure is caused solely by SunnyHost;

2.7.3. Planned, Urgent, or Emergency Maintenance Periods;

2.7.4. DNS issues outside the direct control of SunnyHost, including DNS propagation of DNS entries;

2.7.5. the provision or use of domain names or SSL certificates;

2.7.6. issues with FTP, POP, IMAP, or SMTP access;

2.7.7. issues with access to any system Control Panel or Portal provided by SunnyHost for the Customer to administer the system;

2.7.8. false SLA breaches reported as a result of outages or errors of any of SunnyHost's measurement or monitoring systems;

2.7.9. the restoration of data from backup;

2.7.10. the Customer's acts or omissions (or acts or omissions of others engaged or authorized by the Customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc.), any negligence, wilful misconduct, or use of the SunnyHost Services in breach of the User Agreement;

2.7.11. e-mail or webmail delivery and transmission; or

2.7.12. outages elsewhere on the Internet that hinder or prevent access to the Customer's SunnyHost Services or account; or

2.7.13. browser or DNS caching that may make the SunnyHost Services inaccessible to the Customer when others can still access the SunnyHost Service.

2.8. Outages and other detrimental impacts of the following causes will be ignored when calculating the Customer's Service Availability:

2.9. Planned, Urgent, or Emergency Maintenance Periods;

2.10. Denial of Service attacks, hacks, or other forms of third-party intrusion;

2.11. Any Outage caused, or substantially caused, directly by the actions of the Customer;

2.12. IP address blacklisting by third parties; and

2.13. Outages or interruptions caused by the actions of third parties outside of SunnyHost's reasonable control.

● The maximum Service Level Credit under this SLA shall not exceed one month's fee for that SunnyHost Service paid by the Customer with respect to that month during which the SunnyHost Services are detrimentally impacted.

● Service Level Credits shall not be made for any SunnyHost Service on trial or provided free of charge.

● Service Level Credits are neutral is relation to any applicable taxes charged to the Customer or collected by SunnyHost.

● Service Level Credits are the Customer's sole and exclusive remedy with respect to any failure or deficiency in availability of the SunnyHost Services.

1. SERVICE LEVEL CREDIT REQUEST PROCEDURE

1.1. To request a Service Level Credit under this SLA, the Customer must send an email or written credit request to the SunnyHost Support Department (support@sunnyhost.com.au) within 30 days of the Outage or issue first occurring.

1.2. The Customer must provide verifiable account information and all dates and times they believe the SunnyHost Service was not available in any Service Level Credit Request.

1.3. If the Service unavailability is confirmed by SunnyHost, credits will be applied within two billing cycles after SunnyHost's receipt of the Service Level Credit Request.

1.4. Service Level Credits are not refundable and can be used only towards future billing charges on the Customer's account.

1.5. Service Level Credits are not transferable to another SunnyHost Customer.

3. MAINTENANCE

3.1. In order for SunnyHost to provide the SunnyHost Services, the Customer acknowledges and accepts that SunnyHost will need to perform maintenance on the systems used to provide the SunnyHost Services, and that such

maintenance could result in the SunnyHost Services being unavailable during some or all of the Maintenance Period.

3.2. The Customer further acknowledges and accepts that it is the Customer's responsibility to ensure the Customer-provided components within their SunnyHost Service may require the Customer's intervention before (e.g., to stop or shut down their software) and after (e.g., to restart their software) the Maintenance Period.

3.3. **Planned Maintenance**. SunnyHost will undertake planned maintenance on a monthly cycle, posted on the SunnyHost website and via Customer Notification channels. Planned Maintenance which will occur between 10pm and 7am AEST.

3.4. **Urgent Maintenance**. SunnyHost will provide at least 24 hours advance notice via the SunnyHost website and Customer Notification channels of an Urgent Maintenance Period being required, which will occur between 10pm and 7am AEST.

3.5. **Emergency Maintenance**. SunnyHost reserves the right to perform Emergency Maintenance without any prior notification to the Customer should it be deemed necessary to protect and maintain the security and integrity of the SunnyHost environment without any liability to the Customer for any resulting loss, damage or expense. SunnyHost will provide notification of an Emergency Maintenance event as soon as is practical (which may be after the Emergency Maintenance Period) via Customer Notification channels.

4. TECHNICAL SUPPORT

4.1. SunnyHost will provide the Customer with basic technical support at no charge to

    4.1.1. Enable the establishment of the Customer billing account;

    4.1.2. Create an administrator account for each subscription; and

    4.1.3. Login and access the subscription service.

4.2. The Customer is responsible, unless otherwise explicitly stated in writing by SunnyHost, for:

    4.2.1. All software running on or associated with the SunnyHost Service, including application development and support;

    4.2.2. Service monitoring;

    4.2.3. Website coding and maintenance;

    4.2.4. The transfer or importation of any code, images, or content;

    4.2.5. Configuration beyond what was provided when the account was established, including reverting back to the starting configuration; and

    4.2.6. The backup and restoration of any applications, code, or data associated with the SunnyHost Service.

4.3. Should SunnyHost agree to undertake any of the services in section 5.2 on an ad hoc basis (i.e., not included in the Product Definition for the SunnyHost Service), the performance of these services or any consequential support relating to these services is not subject to the terms of this SLA.

4.4.   To request support, the Customer must raise a support ticket in one of the following ways:

      4.4.1.   through the SunnyHost website, www.sunnyhost.com.au, at any time;

      4.4.2.   by email, cPanel Web Hosting must use their Client Area, all other customers can email support@SunnyHost.com.au, at any time; or

      4.4.3.   by phone on the Support Contact number (published on the SunnyHost website) during Standard Business Hours.

4.5.   SunnyHost reserves the right to decline to act on any service request or support ticket not submitted according to section 5.4.

4.6.   SunnyHost offers no guaranteed response or resolution time to support tickets due to the unpredictable nature of ticket issues, workload, and support request queries.

4.7.   Support Tickets, and SunnyHost's response time to tickets, are not subject to the terms of this SLA.

4.8.   **Standard Business Hours**. SunnyHost's Standard Business Hours are Monday to Friday from 8:30am to 5:00pm AEST, excluding Public Holidays observed in Queensland, Australia.

Customer support outside of Standard Business Hours is provided on an on-call basis. A call-out is defined as any work undertaken by SunnyHost or subcontractors outside of Standard Business Hours in response to the Customer's request. This work may be undertaken remotely or your on-site business/residence if requested (additional fees may occur).

SunnyHost reserves the right to modify its Standard Business Hours as required for operational reasons. Any changes, temporary or permanent, will be posted as a notice on the SunnyHost website.

Charges set out in this SLA can be varied by SunnyHost at any time subject to giving prior notice via the SunnyHost website and/or the Customer notification channels.