

Service Level Agreement

Contact Us:
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IWebHostU.COM

Service Level Agreement ("SLA")

Customer agrees to the following SLA:

The SLA is incorporated into the LHA and applicable to all services delivered directly to Customers of IWHU. The SLA is not applicable to unrelated third parties or third parties lacking privity of contract with IWHU. The uptime guarantees and the resulting SLA credits are applied in monthly terms unless specified otherwise. To ensure that IWHU is providing optimal services to its Customers, IWHU is required to perform scheduled maintenance, from time to time, on the network, customer portal, and hardware. Any downtime resulting from any such scheduled maintenance does not qualify for SLA credit(s). All SLA guarantees and information listed below are made in good faith and are subject to standard contract remedies. Note: SLA credits for Hourly Services will be calculated and applied based on the same monthly calculation used for the month-to-month contracts.

SLA Credit Claim: To properly claim an SLA credit due, the Customer's master administrative user must open an SLA ticket located inside the Customer portal at <http://secure.iwebhostu.com> within seven ("7") days of the purported outage. Customer must include service type, IP Address, contact information, and full description of the service interruption including logs, if applicable. The SLA claim will be researched by the appropriate IWHU department manager and any credit issued will be issued to accounting and the ticket will be updated. SLA credits are issued as service credits on future billing cycles. SLA credits shall not be bartered or traded with other IWHU customers. Please allow up to fourteen ("14") days for the process of SLA claims. Customer acknowledges that the maximum amount of SLA credit that may be used for any particular month cannot exceed the total monthly service fee amount for such month.

SLA Claim Fault: Customers currently in arrears for monthly services do not qualify for SLA claims. Customers who have been in payment arrears three ("3") or more times in the previous twelve ("12") months do not qualify for SLA claims. Valid SLA claims will not be credited to the Customer's accounts until all abuse issues are resolved. Any Customer making false or repetitive claims will incur a one-time charge of fifty dollars ("50") per incident for such claims. False or repetitive claims are also a violation of the TOS and may be subject to service suspension. Customers participating in malicious or aggressive internet activities, thereby causing attacks or counter-attacks, do not qualify for SLA claims and shall be deemed in violation of the AUP.

Public Network: IWHU guarantees one hundred percent ("100%") uptime on all Public Network services to Customers located in our data centers. Except for service downtimes resulting from Customer's fault, and provided Customer follows the proper procedures for service credit claims as set forth in this SLA, for each continuous, uninterrupted thirty ("30") minute interval of Public Network service downtime that Customer experiences during an applicable month, IWHU agrees to grant to Customer a SLA credit equal to five percent ("5%") of the Customer's monthly service fees for that month. Public Network service downtimes of less than thirty ("30") continuous, uninterrupted minutes do not qualify for this service credit, and the Customer cannot combine or augment Public Network or other service-related downtimes to satisfy such downtime requirement. All Public Network services include redundant carrier grade internet backbone connections, traffic analysis, and detailed bandwidth graphs.

Private Network: IWHU guarantees one hundred percent ("100%") uptime on the Private Network services to Customers located in our data centers. Except for service downtimes resulting from Customer's fault, and provided Customer follows the proper procedures for service credit claims as set forth in this SLA, for each continuous, uninterrupted thirty ("30") minute interval of Private Network service downtime that Customer experiences during an applicable month, IWHU agrees to grant to Customer a SLA credit equal to five percent ("5%") of the Customer's monthly service fees for that month. Private Network service downtimes of less than thirty ("30") continuous, uninterrupted minutes do not qualify for this service credit, and the Customer cannot combine or augment Private Network or other service-related downtimes to satisfy such downtime requirement. All Private Network services include access to the secure VPN connection, unlimited bandwidth between servers, unlimited uploads/downloads to servers, access to contracted services, traffic analysis, and detailed bandwidth graphs.

Customer Portal: IWHU guarantees one hundred percent ("100%") access to the online customer management portal. Except for service downtimes resulting from Customer's fault, and provided Customer follows the proper procedures for service credit claims as set forth in this SLA, for each continuous, uninterrupted thirty ("30") minute interval of online customer management portal service downtime that Customer experiences during an applicable month, IWHU agrees to grant to Customer a SLA credit equal to five percent ("5%") of the Customer's monthly service fees for that month. Online customer management portal service downtimes of less than thirty ("30") continuous, uninterrupted minutes do not qualify for this service credit, and the Customer cannot combine or augment online customer management portal or other service-related downtimes to satisfy such downtime requirement. Access to this portal is available via the Public and Private Networks. The portal is utilized to fully manage the on-demand IT environments located within the IWHU data centers. Portal access includes ticket access, account management, hardware management, bandwidth management, backup management, and other related services.

Redundant Infrastructure: IWHU guarantees one hundred percent ("100%") uptime on the power and HVAC services to Customers located in our data centers. All computer equipment and related services are served by redundant UPS power units with backup onsite diesel generators. Except for service downtimes resulting from Customer's fault, and provided Customer follows the proper procedures for service credit claims as set forth in this SLA, for each continuous, uninterrupted thirty ("30") minute interval of power and HVAC service downtime that Customer experiences during an applicable month, IWHU agrees to grant to Customer a SLA credit equal to five percent ("5%") of the Customer's monthly service fees for that month. Power and HVAC service downtimes of less than thirty ("30") continuous, uninterrupted minutes do not qualify for this service credit, and the Customer cannot combine or augment power and HVAC or other service-related downtimes to satisfy such downtime requirement.

Hardware: IWHU guarantees the replacement of failed hardware and hardware components located within our data centers. IWHU guarantees a failed hardware component will be replaced within two ("2") hours of Customer notification in the trouble ticketing system. Replacement of failed hardware does not include time required to reload the operating system or applications. Specific guarantees with SLA information are listed in Table A below.

Hardware Upgrades: IWHU guarantees hardware upgrades will commence and complete within two ("2") hours of scheduled hardware upgrade maintenance windows. Hardware upgrades must be scheduled and confirmed in advance through the online ticketing system. Failure to install the hardware within the two ("2") hour time will result in a waiver of any one-time installation fees. Extended hardware installation times from initial upgrade commencement shall result in SLA credits for the recurring fee associated with the hardware upgrade. These time and SLA credits are listed in Table B below

TABLE A: Hardware SLA

Replacement Guarantee	SLA Credits	Replacement Guarantee	SLA Credits	Replacement Guarantee	SLA Credits
6 Hrs or Less	Guarantee	12.1 Hrs to 24 Hrs	40%	48.1 Hrs to 60 Hrs	80%
6.1 Hrs to 12 Hrs	20%	24.1 Hrs to 48 Hrs	60%	72 Hrs +	100%

TABLE B: Hardware Upgrade SLA

Replacement Guarantee	SLA Credits	Replacement Guarantee	SLA Credits	Replacement Guarantee	SLA Credits
6 Hrs or Less	Guarantee	12.1 Hrs to 24 Hrs	40%	48.1 Hrs to 60 Hrs	80%
6.1 Hrs to 12 Hrs	20%	24.1 Hrs to 48 Hrs	60%	72 Hrs +	100%

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