

Service Level Agreement

This Service Level Agreement (SLA) is valid for the users who have entered into the Agreement with Hostman, LTD and is an integral part of the Terms of Service: st.hostman.com/cloud-static/hostman/legal/TOS.pdf.

1. Quality indicators of the service

Guaranteed availability of the service is not lower than 99.9% at the end of the year. The indicator of the service availability does not include the time for the planned work to upgrade the hardware and software parts of the server or other equipment of the technological site. The period of unavailability is the period from the moment of acceptance of the Client's message by the Hostman, LTD support service via the ticket system to the moment of sending an e-mail to the Customer with a response about the incident's solution. Providing a workaround solution shall also be considered by the Parties as a solution.

2. Order of providing information and technical support

2.1 Information support includes obtaining reference information about the services provided by Hostman, LTD.

Information support is provided 24 hours a day via instant messaging (Live Chat), e-mail.

Response time via Live Chat is up to 10 minutes in normal operation and can be extended in case of emergency. Response time by e-mail or a ticket does not exceed 1 hour.

2.2 Technical support is provided around the clock, without weekends and breaks. Technical support for users is provided via ticket system. Initial response time to a request is no more than 2 hours. If the ticket solution is beyond the competence of the Technical Support department, it is transferred to the corresponding department.

2.3. Hostman, LTD is not responsible for the quality of communication channels arranged by third parties.

3. Technical maintenance

Scheduled technical works are performed in the hours of the least activity of users.

During scheduled maintenance works server availability may be temporarily limited. In case the server availability will be limited during the planned maintenance, the user is notified of such works via email at least 6 hours prior to the beginning of such works. Hostman, LTD has the right to perform technical works without warning in case of emergency and in case of necessity to provide uninterrupted work of the user's resources.

4. Compensation

4.1 If there are interruptions in provision of basic services (VDS server rental), in cases where such interruptions are caused by reasons within Hostman, LTD area of responsibility, the user is entitled to receive compensation.

4.2 Compensation is provided:

- in the case of periodic interruptions in the provision of service, which individually take less than an hour, compensation is paid for 6 or more failures that occurred during the day at the rate of the cost of the service per day (in accordance with the user's tariff). If failures last for several days, the compensation is paid for each day in which there were 6 or more failures;
- in case of a service interruption of 6 or more hours (once or cumulatively per day) compensation is paid at the cost of the service per day (in accordance with the user's tariff). If such interruptions last for several days, compensation is paid for each day in which the duration of the interruption in service provision was exceeded 6 hours;
- in case of loss of user's data without the possibility of restoring it from a backup copy (if such loss is caused by a hack of the server administered by Hostman, LTD, or is caused by Hostman, LTD employees), compensation is paid at the monthly cost of the service (in accordance with the user's tariff).

In any case Hostman, LTD responsibility is limited to the monthly cost of the service according to the user's tariff (maximum compensation).

In all cases, compensation shall be provided to users in the form of an increase in the period for the provision of services.

4.3 To receive compensation, the user should within 30 days of the incident create the conforming ticket in the account or send an application by email. Compensation can be credited no sooner than the next day after the incident occurs.

Compensation is not provided in the following cases:

- if the services are provided in test mode;
- if the suspension of services is caused by a breach of the Terms of Service or an Agreement;
- if force majeure circumstances occur (including DDOS attack);
- in case of breaking of a user's website through its code, CMS, access details stolen from the user's computer and in other cases out of Hostman, LTD area of responsibility;
- software malfunctions, resulting in downtime in service;
- other circumstances beyond the area of responsibility of Hostman, LTD, including failures in the data center or problems in the external communication channels (including errors in trunk providers, which Hostman, LTD cannot influence).