

Shared Hosting

Service Level Agreement

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Coverage

This Shared Hosting Service Level Agreement (SLA) applies to Customers that have an active Register.be Shared Hosting package.

For the implementation of the Shared Hosting Packages Register.be will install and configure a Shared Hosting Server as summarized in the below table:

	Installation & Configuration	
	Register.be	Customer
Operating System !	v	
Backup Software	v	
Monitoring Software	v	
Remote access tools	v	
Administration tools	v	
Statistics	v	
Web Server	v	
Database Server	v	
FTP Server	v	
All other software		v

Additional components/scripts installed by the customer are the sole responsibility of the customer (including any malfunctioning or damages it may cause to any Register.be component).

Definitions

Website Availability: The percentage equal to the total duration each month divided by the total duration each month for which the website as hosted on one of the Register.be Shared Hosting Servers is available for access via HTTP / HTTPS, as measured by Register.be (see Section on Monitoring).

Critical Intervention: Interventions required by Register.be to restore Website Availability.

Non-Critical Intervention: Any other intervention required by Register.be to change the configuration of the DNS / Web / Database / FTP Server. Actions that can be executed directly by the Customer via the account available on www.register.be is not considered to be an Intervention.

Business Hours: every Business Day (as defined by Belgian Law) from 9h00 to 12h00 and from 13h00 to 18h00 and Friday from 9h00 to 12h00 and from 13h00 to 17h00.

Service Level

Target:

Register.be aimed at achieving 100% Web Site Availability for all Customers.

Remedy:

Subject to Sections covering Exceptions, if the Web Site Availability of Customer's Web site is less than 100%, the Customer is entitled to introduce a Refund Ticket (see Section on Refund Policy).

Exceptions

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

- Circumstances beyond Register.be reasonable control;
- Failure of access circuits to the Network, unless such failure is caused solely by Register.be;
- Scheduled and emergency maintenance and upgrades;
- Issues with FTP;
- False SLA breaches reported as a result of outages or errors of any Register.be measurement system;
- Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer);
- E-mail or web mail delivery and transmission;
- DNS Propagation; and
- Outages elsewhere on the Internet that hinder access to your account.

Monitoring and Interventions

Every server and service is pro-actively monitored 24 hours a day, 7 days a week using the Register.be monitoring software. Following services are monitored:

- Ping
- Static HTTP
- Static Pop3 and SMTP
- FTP server

Each time a test fails an alarm is immediately generated to the appropriate member of Register.be Support Staff who will take appropriate action(s) as soon as possible. Most problems are resolved automatically (without manual intervention). In case a manual intervention is required the first response by a member of the Support Staff will be done within maximum 1 hour.

Support

During Business Hours our Support Staff can be reached

- By phone
 - o 02/247.37.22 (French)
 - o 02/247.37.24 (Dutch - English)
- By fax
 - o 02/247.37.01 (Fax)
- By email
 - o info@register.be

Outside Business Hours our Support Staff can be reached for Critical Interventions only

- By phone
 - o Only for Premium Support Customers
- By email
 - o info@register.be

For Critical Interventions first response will be within 1 hour, resolution within 12 hours.

Non-Critical Interventions first response will be within 2 business days and resolution within 2 business days.

In the case it would not be treated within that delay, the customer is entitled to introduce a Refund Ticket (see Section on Refund Policy).

Refund Tickets and Policy

In order to receive a credit related to this SLA the Customer has to introduce a Refund Ticket within 5 business days after the occurrence of:

- An unavailability that would not have been due to any of the exceptions mentioned in the Section on Exceptions or that would not have been solved by the Support Staff as mentioned in the Section on Support
- A delay of intervention superior to the normal intervention time as specified in the Section on Support

Once the Refund Ticket is received the Support Staff will check its validity. Information about the decision to validate or not the Refund Ticket will be given to the Customer within 5 business days. If the Refund Ticket is validated, Register.be 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 (the yearly fee, exclusive VAT, divided by 12) for the affected Services:

Web Site Availability	Credit Percentage
99.9 to 100%	0%
98% to 99.8%	10%
95% to 97.9%	25%
90% to 94.9%	50%
89.9% or below	100%

Credits will be deducted from the next invoice (either the yearly renewal of the Shared Hosting Package or its replacement by an upgraded version).

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