

Communica hosting service level agreement as of 06 September 2013

This Service Level Agreement describes service level commitments provided to our customers (“you”, “your”) by Communica Limited (“the company”, “company”, “Communica”, “us”, “we” and “our”) for our web hosting services.

Technical Support

Communica will provide you with technical support on the set-up of your account, access, basic web site set-up, and other server related issues at no additional charge. In-depth product training or server related work additional to maintaining the hosting environment will be deemed chargeable. Communica may choose not to provide development-related support on web applications, scripts, developed by You or third party components.

Email support is available 6 days a week, expect at most 24 hours for a reply. Please provide us a full description of the problem and your Account details to assist us in your enquiry. Communica’s standard response time to technical support issues is within six hours. This time depends on the complexity of the enquiry and support request volume. The Customer Service Team assigns the highest priority to customer inquiries related to the servers’ unavailability. These issues are addressed first upon notification from a customer.

Support Hours: 9am to 5pm NZST (GMT +12)
Available Monday to Friday.

Scheduled Maintenance

To maintain optimal performance and security of our servers, Communica will perform routine server maintenance on a regular basis, which may require servers to be removed from service temporary. The Company reserves two hours of unavailability per month for server maintenance purposes. This unavailability will not be included in server uptime calculations. The maintenance is typically performed during off-peak hours. We will provide You with advance notice of maintenance whenever possible.

Routine website and/or web application maintenance for projects built by Communica is also mandatory to any of Our hosting services. This maintenance will be carried out by Communica. Maintenance sessions occur at least quarterly or as otherwise specified within the hosting contract.

Availability

Supporting Our commitment to provide outstanding web hosting services Communica assures at least 99.5% server availability. This availability is calculated in a monthly basis. If Communica fails to meet this guaranteed level of availability, We will issue a partial refund to the customer at the discretion of the Company. This partial refund is only issued upon Your written or email notice to the Company, and will be based according to the length of downtime experienced. This figure does not include availability loss caused by circumstances that are out of The Company’s control such as unavailability of major national Communication backbones, Denial of Service attacks and other types of attacks.

Allowed Access

To prevent downtime, malware, or otherwise general malicious attacks on hosting and related web services, FTP or root access will not be available. Special case access may be given at the description of The Company.

Server space may only host Communica governed products unless specifically agreed. If you would like to send email campaigns, store or transfer data under Your own sole management, We can provide you with excellent alternative options.

Storage Capacity / Data Transfer

Each account is allotted storage capacity and data transfer amounts on the Company servers according to the plan and options selected by You. This storage size and data transfer allotments can be increased by request for an additional fee. The servers may stop accepting, processing, or delivering data when the purchased limit is reached thus causing server unavailability or data loss. The Company shall not be held responsible for such unavailability or data losses.

Data Backups

We provide a nightly, weekly & monthly backup service for your site, however, we do not accept responsibility for any failure of our backup mechanism. We will restore your site from backup without charge once each calendar month. The Client must notify Communicate if they require a restore as these must be done by Our technicians. If further restorations are necessary, we may charge a fee for doing so. We may at our sole discretion waive this fee.

Data Integrity

Communicate employs RAID technology on all servers to ensure data redundancy and integrity in the unlikely event of an hardware failure. The Company performs routine server backups for disaster recovery purposes. Communicate servers are configured to back-up automatically to off-site locations on a scheduled basis. The Server scheduling and scope is at the Company's sole discretion.

Data Retention

Communicate shall not be responsible for retaining any data after account termination. All account data is deleted from the server(s) following the termination of an account, and subsequent backups as a result of regular backup schedules. Communicate will not provide any data pertaining to existing or terminated accounts unless agreed to by the company.

Power Outages

Communicate Limited will seek to provide all services with emergency backup power systems for a limited amount of time during outages.

Customer Responsibilities

To access Communicate Limited's services the customer must provide at the very minimum:

- An Internet connection with sufficient bandwidth and quality to allow trouble-free browsing, data uploading and downloading;
- A fully functional Internet browser;
- Tools to develop and publish content as You find suitable and necessary; and
- Tools to access database servers if such services are purchased by You.