Service Level Agreement

FLUCCS - THE AUSTRALIAN CLOUD PTY LTD ABN: 90 623 955 395 ("Aussie Hosts") provide a Service Level
Agreement to customers who have purchased specific services where this agreement is in place.

1. DEFINITIONS

1. "Aussie Hosts" means FLUCCS - THE AUSTRALIAN CLOUD PTY LTD ABN: 90 623 955 395 of Brisbane, Australia.
2. "Customer" means the person or entity who ordered our services.
3. "Service(s)" means any cPanel web hosting plan on our site that is marked as Active in Aussie Host' billing system.
4. "SLA" means Service Level Agreement (this agreement).
5. "Web Site Availability" means the percentage of time in a calendar month that the Service was available for access by third parties by HTTP (port 80) and/or HTTPS (port 443), as determined by Aussie Hosts' internal and external monitoring.
6. "Client Area" refers to Aussie Hosts' customer account, billing and management portal, available online at https://www.aussiehosts.com.au/myaccount/
7. "Monthly Downtime" is calculated over a 31 day month.

2. ACCEPTANCE

1. The Customer signified acceptance of this Service Level Agreement when they submitted their order to Aussie Hosts for Services, and that order was approved and an activation email sent to the customer.

3. OUR GOAL

1. Aussie Hosts' goal is to achieve 100% Availability for all customers. Our published service level agreement is 99.9%.

4. REMEDY

1. Subject to sections 5 and 6 below, Aussie Hosts will issue an account credit to the customer if the website availability is less then 99.9% based on the following table:

Web Site or Server 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%

2. Aussie Hosts will issue a credit to customer in accordance with the above schedule, with the credit being calculated on the basis of the monthly service charge for the affected account.

5. **EXCEPTIONS**

1. Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Web Site or Server Availability caused by or associated with:

a) Circumstances beyond Aussie Hosts's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, earthquake, hurricane or other acts of God, strike or other labor 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;

b) CloudLinux making the Service unavailable due to excessive resource consumption;

c) Failure of access circuits to the Aussie Hosts Network, unless such failure is caused solely by Aussie Hosts;

d) Scheduled maintenance and emergency maintenance and upgrades;

e) DNS issues outside the direct control of Aussie Hosts;

f) Issues with FTP, POP, IMAP, or SMTP customer access;

g) False SLA breaches reported as a result of outages or errors of any Aussie Hosts measurement system;

h) Customer's acts or omissions (or acts or omissions of others engaged or authorised by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc), any negligence, willful misconduct, or use of the Services in breach of Aussie Hosts's Terms and Conditions and Acceptable Use Policy;

i) E-mail or webmail delivery and transmission;

j) DNS (Domain Name Server) Propagation.

k) Outages elsewhere on the Internet that hinder access to your account. Aussie Hosts is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Aussie Hosts will guarantee only those areas considered under the control of Aussie Hosts: Aussie Hosts server links to the Internet, Aussie Hosts' routers, and Aussie Hosts' servers.

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6. EXCEPTIONS

1. To receive a credit for a cPanel web hosting account, the customer must make a request therefore by submitting a credit request via a support ticket in the Aussie Hosts Client Area. Each request in connection with this SLA must include the dates and times of the unavailability of customer's web site and must be received by Aussie Hosts within seven (7) business days after the customer's web site was not available. If the unavailability is confirmed by Aussie Hosts, credits will be applied within two billing cycles after Aussie Hosts receipt of the customer's credit request. Credits are not refundable and can be used only towards future billing charges.

2. Notwithstanding anything to the contrary herein, the total amount credited to 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 Aussie Hosts and are customer's sole and exclusive remedy with respect to any failure or deficiency in the web site availability.

3. From time to time, Aussie Hosts may be required to perform emergency server maintenance without prior notification to the Customer in order to protect the integrity of the service, apply critical updates, or restart services due to configuration failure. These periods are not included in the web site availability calculations.