

SERVICE LEVEL AGREEMENT

This Service Level Agreement was prepared by

STUDIO17

Last updated: September 2021

SERVICE LEVEL AGREEMENT

1: COVERAGE AND DEFINITIONS

This Web Site Service Level Agreement (SLA) applies to a hosting customer's hosting plans ("plans") if their account is current (i.e., not past due) with Studio17 Web Hosting (Studio17).

As used herein, the term "hosting customer" means the paying customer of Studio17 and person responsible for the upkeep of the hosting plans.

As used herein, the term "Web Site Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the content of a plan's Web Site is available for access by third parties via HTTP and HTTPS, as measured by Studio17.

WEBSITE AVAILABILITY

Credit to be awarded

99.5 – 100%	0%
98 – 99.4%	10%
95 – 97.9%	25%
90 – 94.9%	50%
89.9% or below	100%

SERVICE LEVEL AGREEMENT



2: SERVICE LEVEL

GOAL

Studio17's goal is to achieve 100% Web Site Availability for all plans.

REMEDY

Subject to Section 5 below, if the Web Site Availability of a plan's Web site is less than 100%, Studio17 will issue a credit to the hosting customer in accordance with the above SLA credit schedule, with the credit being calculated on the basis of the monthly service charge for the affected Services.

SERVICE LEVEL AGREEMENT

3. FAULT REPORTING AND TECHNICAL SUPPORT

The Studio17 network and hardware is monitored 24 hours a day. In the event of a failure, technical support is notified immediately, allowing us to rectify any issues in the shortest time frame possible. Studio17 reserves the right to levy a €50 fee for false alarm and faultless system reports.

TECHNICAL SUPPORT SLA

Security Level	Response	Resolved	Criteria
Urgent/Critical	20 min	4 hours	<ul style="list-style-type: none">• Complete loss of service.• The product or service is unusable or unavailable.• Significant customer service impact.
Degraded Service	4 hours	8 hours	<ul style="list-style-type: none">• Functionality of the product or service is restricted.• Business can operate at reduced capacity whilst problem exists.• Limited or potential significant customer service impact.
Normal	8 hours	48 hours	<ul style="list-style-type: none">• Product or service is available. No immediate impact.• Resolution / bypass is in place.• Business can operate whilst problems exist.• Minimal customers impacted.

Please note: in many cases faults are resolved well within the guidelines as set out above.

SERVICE LEVEL AGREEMENT



3. FAULT REPORTING AND TECHNICAL SUPPORT

NORMAL SUPPORT REQUESTS:

For normal (non-urgent) support requests or management assistance please submit a Support Request via the form at <https://my.studio17.ie>

EMERGENCY SUPPORT REQUESTS:

Urgent faults or support requests 24/7/365 can be made by logging a support ticket at <https://my.studio17.ie>. For convenience and as a courtesy, we also provide email and telephone support. Our primary email address is hello@studio17.ie and telephone number is (01) 556 3690. Our phone lines are manned during normal business hours.

4. MAINTENANCE

SCHEDULED MAINTENANCE:

Studio17 must occasionally perform scheduled network and server maintenance. Studio17 will attempt to perform all scheduled maintenance at a time that will affect the fewest customers, and we will do everything possible to minimize and avoid service disruption during this maintenance window. Advance notification is sent to the customer's email address on file with Studio17, of upcoming scheduled maintenance. Scheduled maintenance outages are excluded from your service level agreement.

EMERGENCY MAINTENANCE:

Studio17 may need to perform unscheduled maintenance. If this maintenance requires services to be offline we will attempt to contact customers via email and/or phone advising of the conditions. Details as they become available can then be provided via email and/or phone to affected customers after the maintenance has been completed.

SERVICE LEVEL AGREEMENT

5. EXCEPTIONS

The hosting customer shall not receive any credits under this SLA in connection with any failure or deficiency of Web Site Availability caused by or associated with:

- circumstances beyond Studio17's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labour 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, e-commerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for the provision of this SLA;
- failure of access circuits to the Studio17 Network, unless such failure is caused solely by Studio17;
- scheduled maintenance and emergency maintenance and upgrades (see section: 4. above);
- DNS issues outside the direct control of Studio17;
- issues with FTP, POP, IMAP, or SMTP customer access;
- false SLA breaches reported as a result of outages or errors of any Studio17 measurement system;
- hosting customer's acts or omissions (or acts or omissions of others engaged or authorized by hosting 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 Studio17's Terms and Conditions and Acceptable Use Policy;
- email or webmail delivery and transmission;
- DNS (Domain Name Server) Propagation.
- outages elsewhere on the Internet that hinder access to your account. Studio17 is not responsible for browser or DNS caching that may make the Web Site appear inaccessible when others can still access it. Studio17 will guarantee only those areas considered under the control of Studio17: Studio17 server links to the Internet, Studio17 network hardware, and Studio17 servers.

SERVICE LEVEL AGREEMENT



6. SLA CREDIT REQUEST PROCEDURE

Credits are available to customers in accordance with the VPS availability SLA (see section: 2. Website availability SLA).

Customers with accounts in arrears (i.e., past due) with Studio17 for any services do not qualify for SLA claims. Customers making false or repetitive claims will incur a fee of €50 per incident for such claims. Customers participating in malicious or aggressive Internet activities resulting in attacks or counterattacks do not qualify for SLA claims and shall be in violation of the Terms and Conditions.

Requests for compensation must be received within 5 business days of the incident in question. The total credit applied to a customer's account may not exceed the customer's monthly recurring fee.

To receive a credit, a customer must submit a Credit Request to the Studio17 Billing department by emailing hello@studio17.ie. Each request in connection with the SLA must include the customer's Client ID (as per Studio17 invoices) and the dates and times of the unavailability of the Shared Hosting service.

If the unavailability is confirmed, a credit will be applied to the customer's account with Studio17 within two billing cycles after Studio17's receipt of the customer's Credit Request. Credits are not refundable and can be used only towards future invoices.

Credits are the customer's sole and exclusive remedy with respect to any failure or deficiency of the customer's Shared Hosting service availability.