Service Level Agreement (SLA)

1. Coverage and Definitions:

This Service Level Agreement (SLA) applies to HOSTINDIA.NET Customer ("client") for **Virtual Private Server / Dedicated Server / Cloud Service** (the "Services") ordered from Hostin Services Private Limited (HostIndia.net) and if client account is current (i.e., not past due) with HostIndia.net. As used herein, the term "Service Unavailability" means the total number of hours of a particular month (based on 24-hour days for the number of days in the subject month) that the client's services are unavailable for access via Internet (as solely determined by us).

2. Service Level:

This agreement sets out the minimum level of service that clients of HostIndia.net can expect and levels of reimbursement for failure to meet such levels. HostIndia.net aims to easily surpass these minimum objectives.

Subject to Sections 3 and 4 below, HostIndia.net will reimburse in the form of credits to clients in accordance with the following schedule, with the credit being calculated on the basis of the monthly service charge for the affected services:

Service Unavailability	Credits
Less than 40 minutes	None
Between 40 minutes and 8 hours	5% of monthly fee or 2 days of free web hosting
More than 8 hours	25% of monthly fee or 7 days of free web hosting

3. Exceptions:

HostIndia.net shall not be liable to reimburse in any form for failure to meet any of the guaranteed service level where such failure arises from any one or more of the following:

a. Faults caused by the client's equipment, applications, interconnected equipment, networks, systems or gateways and / or the acts or omissions of the Customer, third party components whether within or outside HostIndia.net Network or the acts or omissions of local exchange carriers or failure of third party services;

b. Disconnection and / or reconnection of the services due to non-payment of any charges payable to HostIndia.net or where the services are disconnected by reason of it being used for any illegal, unlawful or other objectionable purpose described in Terms of Use or Acceptable Usage Policy;

c. Scheduled or routine maintenance or reconfiguration of the Network or HostIndia.net's equipment, including without limitations the following:
- Maintenance by Internet Datacenter Service provider

d. Faults arising from reasons beyond HostIndia.net's reasonable control and force major events including but not limited to catastrophic incidents, riots, vandalism, lightning, power failure, fire, flood, earthquake, emergency, curfew, industrial disputes, acts or omission of any person for whom HostIndia.net is not responsible or any causes whether similar or otherwise outside HostIndia.net's control;

e. Scheduled maintenance and emergency maintenance and upgrades;

d. DNS (Domain Name Server) issues outside the direct control of HostIndia.net;

f. DNS Propagation;

g. Outages elsewhere on the Internet that hinder access to your account or services. HostIndia.net is not responsible for browser or DNS caching that may make your web site appear inaccessible when others can still access it. HostIndia.net will guarantee only those areas considered under the control of HostIndia.net;

h. Client's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding, e.g. CGI, PERL, HTML, PHP, etc., any negligence, willful misconduct, or use of the Service in breach of HostIndia.net's Terms of Use and Acceptable Usage Policy.

i. Scheduled or ad-hoc backup

j. Hardware failure (faulty hardware is rare, but cannot be predicted nor avoided). We utilizes only name brand hardware of the highest quality and performance. Any failed hardware will be replaced with 8 hour.

4. Reimbursement and Credit Request Procedures:

To receive a reimbursement in the form of credit, clients must make a request by sending an email message to billing@hostindia.net. Each request in connection with this SLA must include client's account number (per HostIndia.net's order confirmation) and the dates and times and description of the unavailability of the service and must be received by HostIndia.net within five (5) days. If the unavailability is confirmed by HostIndia.net, credits will be applied within thirty (30) days after HostIndia.net's receipt of client's credit request. In the event that HostIndia.net disputes the client's claim, the client shall not be entitled to the reimbursement specified, until and unless the dispute has been resolved.

Notwithstanding anything to the contrary herein, the total amount credited to client in a particular month under this SLA shall not exceed the total hosting fee paid by client for such month for the affected service. Credit is forfeited if your service is terminated. Credit has no cash value and cannot be converted to refunds. Credit may be used only for the purchase of further products and services from Hostindia.net, and is exclusive of any applicable taxes.

5. General Terms:

HostIndia.net retains the right to change or modify this SLA with advance notification. The parties agree that only measurements carried out by HostIndia.net's monitoring system shall be used for the calculation of unavailable time and HostIndia.net's records shall be conclusive evidence thereof. The client's sole and exclusive remedy in relation to a breach of this SLA shall be limited to the service credits provided accordingly in this SLA.

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