

Service Level Agreement

Version 1.0

1. Definitions

- 1.1. "Account" means the account held with Joshi & Co Media by the Customer that is used for billing, contact information and details of the Service(s) assigned to the Customer.
- 1.2. "Monthly Downtime" is calculated over a 31 day month
- 1.3. "SLA" means Service Level Agreement (this agreement)
- 1.4. "Website 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 Joshi & Co Media and external monitoring.
- 1.5. "CloudLinux" means server-side software that monitors resources to ensure operation within set limits.
- 1.6. "Client" or "Customer" refers to any person, partnership, corporation, or other legal entity acquiring Services from Joshi & Co Media.
- 1.7. "Service", "Service(s)" or "Services" means any product(s) or service(s) the Customer has ordered from Joshi & Co Media. This can include, but is not limited to, website design, website development, website hosting, email hosting, domain name registration or transfer or renewal, and all auxiliary service(s).
- 1.8. "Joshi & Co Media", "Joshi & Co", "Company", "Business" means Joshi & Co Media.
- 1.9. "We", "Us", "Our" is a reference to Joshi & Co Media.
- 1.10. "You" and "Your" is a reference to the Customer.

2. Our Goal

- 2.1. Joshi & Co Media's goal is to achieve 100% Website Availability for all Clients.
- 2.2. Joshi & Co Media makes use of a variety of technical implementations to achieve uptime goals.

3. Remedy

- 3.1. Subject to Sections 4 and 5 below, Joshi & Co Media will issue an account credit to the Client if the Website Availability of the Service is less than 100%, based on the following:

- a) For any cPanel web hosting Service(s)

Website Availability	Monthly Downtime	Credit Percentage
100% to 99.9%	Up to 44 minutes	0%

99.9% to 98%	Between 44 minutes and 14 hours 52 minutes	15%
98% to 95%	Between 14 hours 53 minutes and 37 hours 12 minutes	30%
95% to 90%	Between 37 hours 13 minutes and 74 hours 24 minutes	65%
Less than 90%	More than 74 hours 25 minutes	100%

b) Unless specified, all other Service(s) do not offer any credit percentage for website availability that is less than 100%.

3.2. The credit amount will be calculated on the monthly Service fee minus any discounts which have been applied.

3.3. The Client will be notified by Joshi & Co Media by email in the event of a credit being available, which must be claimed by the Client opening a support request via email at support@joshiandco.com.au.

4. Exceptions

4.1. The Client will not be entitled to any remedy under this SLA if the Website Availability is reduced or impaired due to any exception named in this section of the agreement.

4.2. Circumstances beyond Joshi & Co Media's reasonable control, including but not limited to, 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, Denial of Service attacks, or failure of third party software (including but not limited to cPanel, Installation, RVSiteBuilder, Joshi & Co Media Management System, ecommerce software, payment gateways, statistics or free scripts).

4.3. Scheduled maintenance or upgrades and emergency maintenance or upgrades as per Section 5 of this agreement.

4.4. DNS propagation issues outside the direct control of Joshi & Co Media.

4.5. Issues with FTP, POP3, IMAP, SMTP, SSH, cPanel or Webmail.

4.6. SLA breaches reported by third party monitoring services belonging to the Client.

- 4.7. Client's acts or omissions (or acts or omissions of others engaged or authorised by Client), including but not limited to, custom scripting or coding (CGI, Perl, HTML, PHP, etc), any negligence, wilful misconduct, or use of the Service in breach of Joshi & Co Media's Terms of Service and Acceptable Use Policy.
- 4.8. CloudLinux making the Service unavailable due to excessive resource consumption.
- 4.9. Outages elsewhere on the internet, DNS caching, browser caching, or any other reason that hinders access to your service while others can still access it.
- 4.10. Email or webmail delivery and transmission

5. Maintenance

- 5.1. Joshi & Co Media will perform scheduled maintenance at a time which is deemed suitable by Joshi & Co Media, and should it require any Service(s) to be offline for greater than thirty (30) minutes, Joshi & Co Media will post details of the scheduled maintenance at least two (2) days prior. These periods are not included in the website availability calculations.
- 5.2. Unscheduled maintenance will be performed as required by Joshi & Co Media, and should any Service(s) be offline for greater than thirty (30) minutes, Joshi & Co Media will post details of the maintenance and any updates until it has been completed. These periods are not included in the website availability calculations.

6. Acceptance

- 6.1. The Client signified acceptance of this Service Level Agreement upon agreeing to become a Client of Joshi & Co Media and using our Service(s).

7. Changes

- 7.1. Joshi & Co Media may amend our Service Level Agreement at any time. Changes to this agreement will become effective upon their publication to our website.
- 7.2. Continued use of the Service(s) constitutes acceptance of the amended terms. If you do not wish to accept the amended terms, you may request cancellation of your Service(s) with Joshi & Co Media.

If you have any questions about this agreement, please contact us via email at support@joshiandco.com.au.

DOCUMENT CHANGE HISTORY

Date	Description of change	Version
29/06/2022	Document creation for Joshi & Co Media	1.0