



Service Level Agreement

Version 4.0

VentralIP Australia

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Service Level Agreement (VentralIP)

1. Definitions

- 1.1. "CloudLinux" means server-side software that monitors resources to ensure operation within set limits.
- 1.2. "Customer" means the person or entity who ordered services provided by VentralIP Australia.
- 1.3. "Customer Service" means the relationship between VentralIP Australia staff and the Customer, with the purpose of assisting the Customer with a question they have asked.
- 1.4. "eTicket" refers to a secure electronic message sent by the Customer to VentralIP Australia via VIPControl for assistance or for any questions they may have with any Service(s).
- 1.5. "Monthly Downtime" is calculated over a 31 day month.
- 1.6. "Service", "Service(s)" or "Services" means any product(s) or service(s) the Customer has signed up to use. This can include, but is not limited to, the provisioning of space on one of our servers and a connection to and from the internet for web, email hosting and/or FTP services to function at the level specified in the chosen service level, domain name registration or transfer or renewal, SSL, VPS and SMS services. These product(s) and service(s) are identified in full within the "sign up" and "service provision" emails VentralIP Australia has sent after the Customer requests the service. The specific details of the Services can be found by logging in to VIPControl or on our website.
- 1.7. "SLA" means Service Level Agreement (this agreement).
- 1.8. "SELECT" refers to web hosting services with the plan type SELECT in VIPControl. This includes Starter+, Freedom+, Premier+, Custom cPanel Hosting and WordPress Hosting.
- 1.9. "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 VentralIP Australia's internal and external monitoring.
- 1.10. "VentralIP", "VentralIP Australia", "VIP", "Company" or "Business" means Nexigen Digital Pty Ltd trading as VentralIP and its Related Body Corporate.
- 1.11. "VIPControl" refers to VentralIP Australia's customer account, billing and management portal, available online at <https://vip.ventraip.com.au>.
- 1.12. "We", "our" or "us" refers to Nexigen Digital Pty Ltd trading as VentralIP (ACN 137 543 018).
- 1.13. "You" or "your" refers to the person or entity who ordered services provided by VentralIP Australia.

2. Our Goal

- 2.1. VentralIP Australia's goal is to achieve 100% website availability across all Service(s), and for all Customers.
- 2.2. VentralIP Australia maintains a fully redundant network, utilities enterprise grade Dell hardware, RAID disk mirroring and a variety of other technical implementations to achieve uptime goals.

3. Remedy

- 3.1. Pursuant to Section 4 and 5 below, VentralIP Australia will issue an account credit to the Customer's VIPControl account if the website availability of the Service is less than 100%, based on the following:

a. For active SELECT 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. For active Beginner, Advanced and Professional WHM 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%

c. For active Economy Saver, Economy or Economy PLUS web hosting Service(s)

Website Availability	Monthly Downtime	Credit Percentage
100% to 99.5%	Up to 3 hours 43 minutes	0%
99.5% to 98%	Between 3 hours 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%

d. For active Business Lite, Business or Business PLUS 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%

- e. For active Fully Managed VPS 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%

- f. 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, addons or licences which have been applied.
- 3.3. The Customer will be notified by VentralP Australia by email in the event of a credit being available, which must be then claimed by the Customer using the *SLA Claim* option inside VIPControl.

4. Exceptions

- 4.1. The Customer 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 VentralP Australia'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, Installatron, R1Soft, RVSiteBuilder, VIPControl, eCommerce software, payment gateways, statistics or free scripts).
- 4.3. Scheduled maintenance or upgrades, including emergency maintenance or upgrades pursuant to Section 5 of this agreement.
- 4.4. DNS propagation issues outside the direct control of VentralP Australia.
- 4.5. Issues with FTP, POP3, IMAP, SMTP, SSH, cPanel or Webmail.
- 4.6. SLA breaches reported by third party monitoring services belonging to or engaged by the Customer.
- 4.7. Customer's acts or omissions (or acts or omissions of others engaged or authorised by customer), 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 VentralP Australia's Terms of Service and Acceptable Use Policy.
- 4.8. CloudLinux making the Service unavailable due to excessive resource consumption.
- 4.9. Email or webmail delivery and transmission.
- 4.10. Outages elsewhere on the Internet, DNS caching, browser caching, or any other reason that hinders access to the Service while others can still access it.

5. Maintenance

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- 5.1. VentralP Australia will perform scheduled maintenance at a time which is deemed suitable by VentralP Australia, and should it require any Service(s) to be offline for greater than thirty (30) minutes, VentralP Australia 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 VentralP Australia , and should any Service(s) be offline for greater than thirty (30) minutes, VentralP Australia 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 Customer signified acceptance of this Service Level Agreement, as well as our Terms of Service, Customer Service Policy, Acceptable Use Policy, Privacy Policy and any applicable Registrant Agreement, when they submitted their order to VentralP Australia for Services, and that order was accepted.

7. Changes

- 7.1. VentralP Australia 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 Services) in-line with our cancellation policy found within our Terms of Service.

If you have any questions about this agreement please contact our Customer Care team via email at customercare@ventraip.com.au

CHANGE HISTORY

Date	Description of Change	Version
2022-03-17	Updated company name and formatting	4.0
2021-06-28	Removed references to VIPBuilder services Added definition for SELECT web hosting services	3.5
2020-06-25	Addition of Starter+, Freedom+ and Premier+ services Clean up of Definitions	3.4
2018-08-29	Addition of VIPBuilder services	3.3
2018-02-01	Addition of Fully Managed VPS services	3.2
2017-06-29	Definition of "Legacy Services" has been added Addition of 'Starter', 'Freedom' and 'Premier' web hosting services Addition of 'Beginner', 'Advanced' and 'Professional' WHM web hosting services Minor UI correction to table formatting	3.1
2016-04-20	Import of Economy Service Level Agreement v1.1 and Business Service Level Agreement v1.1 Implementation of new formatting guidelines	3.0
2021-06-28	Removed references to VIPBuilder services Added definition for SELECT web hosting services	3.5