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SCHEDULE 2 (AVAILABILITY SLA)

1. Introduction to availability SLA

1.1 This Schedule 2 sets out the Provider's availability commitments relating to the Hosted Services.

1.2 In this Schedule 2, "uptime" means the percentage of time during a given period when the Hosted Services are available at the gateway between public internet and the network of the hosting services provider for the Hosted Services.

2. Availability

2.1 The Provider shall use reasonable endeavors to ensure that the uptime for the Hosted Services is at least 99% during each calendar month.

2.2 The Provider will track any service downtime through both customer outage reports and its own system monitoring procedures.

3. Service credits

3.1 In respect of each calendar month during which the Hosted Services uptime is less than the commitment specified in Paragraph 2.1, the Customer shall earn service credits in accordance with the provisions of this Part 3.

3.2

From	To	Service credit
> 21.56 minutes	<= 1 hour	1 day
> 1 hour	<= 4 hours	1 week
> 4 hours		1 month

3.3 The Provider shall automatically deduct an amount equal to the service credits due to the Customer under this Part 3 from amounts invoiced in respect of the Charges for the Hosted Services. All remaining service credits shall be automatically deducted from each invoice issued following the relevant failure to meet the uptime commitment based upon tracked downtime subject to clause 2.2 above , until such time as the service credits are exhausted.

3.4 Service credits shall be the sole remedy of the Customer in relation to any failure by the Provider to meet the uptime guarantee in Paragraph 2.1, except where the failure amounts to a material breach of the Agreement.

3.5 Upon the termination of the Agreement, the Customer's entitlement to service credits shall immediately cease, save that service credits earned by the Customer shall be offset against any amounts invoiced by the Provider in respect of Hosted Services following such termination.

4. Exceptions

4.1 Downtime caused directly or indirectly by any of the following shall not be considered when calculating whether the Provider has met the uptime guarantee given in Paragraph 2.1:

(a) a Force Majeure Event;

(b) a fault or failure of the internet or any public telecommunications network;

(c) a fault or failure of the Provider's hosting infrastructure services provider, unless such fault or failure constitutes an actionable breach of the contract between the Provider and that company;

(d) a fault or failure of the Customer's computer systems or networks;

(e) any breach by the Customer of the Agreement; or

(f) scheduled maintenance carried out in accordance with the Agreement.