

Web Hosting Service Level Agreement (SLA)

Version 1.2

Updated 1 November 2021

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This service level agreement applies only to 'web and email hosting services' as provided by Hatchet Pty Ltd.

1. Definitions

- 1.1. "Customer" means the person(s) to whom the client has authorised access to the web hosting for the purposes of configuration, testing or development or those persons authorised/requested to act on behalf of the client.
- 1.2. "Customer Service" means the relationship between Hatchet staff and the Customer, with the purpose of assisting the Customer with a question they have asked
- 1.3. "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, any Legacy Services, 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 and VPS Services. These product(s) and service(s) are identified in full within the Hatchet WHMCS Management System. Additionally, the specific details of the Services can be found within the Hatchet WHMCS management system.
- 1.4. "Monthly Downtime" is calculated over a 31 day month.
- 1.5. "SLA" means Service Level Agreement (this agreement).
- 1.6. "Hatchet" or "Company" means Hatchet Pty Ltd of Western Australia, Australia.
- 1.7. "Hatchet WHMCS Management System" and "Management System" refers to Hatchet's customer account, billing and management portal, available online at <https://hosting.hatchet.com.au>.
- 1.8. "Support Ticket" refers to an electronic message sent by the Customer to Hatchet via the Hatchet WHMCS management system or email to support@hatchet.com.au for assistance or for any questions they may have with any Service(s).
- 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 Hatchet's internal and external monitoring.

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2. Our Goal

- 2.1. Hatchet's goal is to achieve 100% Website Availability for all Customers.
- 2.2. Hatchet maintains a fully redundant network, utilises the Amazon Web Services infrastructure which involves RAID disk mirroring and a variety of other technical implementations to achieve uptime goals.

3. Remedy

- 3.1. Subject to Sections 4 and 5 below, Hatchet will issue an account credit to the Customer if the Web Site Availability of the Service is less than 99.9% and the Customer has requested one, based on the following:

Website Availability	Monthly Downtime	Credit Percentage
100% to 99.9%	Up to 43 minutes	0%
99.9% to 99.5%	Between 43 minutes and 3 hours 42 minutes	5%
99.5% to 98%	Between 3 hours 43 minutes and 14 hours 51 minutes	10%
98% to 95%	Between 14 hours 52 minutes and 37 hours 11 minutes	20%
95% to 90%	Between 37 hours 12 minutes and 74 hours 24 minutes	50%
Less than 90%	More than 74 hours 25 minutes	100%

- 3.2. The credit amount will be calculated on the monthly Service fee minus any discounts which have been applied.
- 3.3. A Customer must claim a credit by requesting it through opening a support ticket via phone call to +61894687310 or by email to support@hatchet.com.au

4. Exceptions

- 4.1. The Customer will not be entitled to any remedy under this SLA if the Web Site Availability is reduced or impaired due to any exception named in this section of the agreement.
- 4.2. Circumstances beyond Hatchet'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, WordPress, Hatchet WHMCS management system, ecommerce software, payment gateways, statistics, LiteSpeed server 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 Hatchet.
- 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 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 Hatchet's Terms of Service and Acceptable Use Policy.
- 4.8. Email or webmail delivery and transmission.
- 4.9. Outages elsewhere on the internet, DNS caching, browser caching, or any other reason that hinders access to your Service whilst it is still accessible to some.

5. Maintenance

- 5.1. Hatchet will perform scheduled maintenance at a time which is deemed suitable by Hatchet, and should it require any Service(s) to be offline for greater than thirty (30) minutes, Hatchet 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 Hatchet, and should any Service(s) be offline for greater than thirty (30) minutes, Hatchet 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 upon signing up or being transferred to Hatchet, and their account was created within the Hatchet WHMCS management system.

7. Changes

- 7.1. Hatchet 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 Hatchet account.

If you have any questions about this agreement please contact our support team via email at support@hatchet.com.au