

Service Level Agreement

Version 1.3

Last Updated: 08 June 2021

1. Definitions

- 1.1. "CloudLinux" means server-side software that monitors resources to ensure operation within set limits.
- 1.2. "Monthly Downtime" is calculated over a 31 day month.
- 1.3. "Partner Service" means the relationship between Synergy Wholesale staff and the Partner, with the purpose of assisting the Partner with a question they have asked.
- 1.4. "Partner" or "Reseller" means the person or entity who ordered our services.
- 1.5. "Service", "Service(s)" or "Services" means any product(s) or service(s) the Partner 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, VPS and SMS services. These product(s) and service(s) are identified in full within the Synergy Wholesale management system. Additionally, the specific details of the Services can be found within the Synergy Wholesale management system.
- 1.6. "SLA" means Service Level Agreement (this agreement).
- 1.7. "Synergy Wholesale", "Synergy" or "Company" means Synergy Wholesale Pty Ltd of Victoria, Australia.
- 1.8. "Synergy Wholesale Management System" and "Wholesale System" refers to Synergy Wholesale's partner account, billing and management portal, available online at <https://manage.synergywholesale.com>.
- 1.9. "Support Ticket" refers to a secure electronic message sent by the Partner to Synergy Wholesale via the Synergy Wholesale management system for assistance or for any questions they may have with any Service(s).
- 1.10. "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 Synergy Wholesale's internal and external monitoring.

2. Our Goal

- 2.1. Synergy Wholesale's goal is to achieve 100% Web Site Availability for all Partners.
- 2.2. Synergy Wholesale maintains a fully redundant network, utilising enterprise grade Dell hardware, 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, Synergy Wholesale will issue an account credit to the Partner if the Web Site Availability of the Service is less than 100%, based on the following:
 - a. For any Custom cPanel shared web hosting Service(s) created 2 May 2018 onwards

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 EW or BW cPanel shared 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 and 52 minutes	15%
98% to 95%	Between 14 hours and 53 minutes and 37 hours and 12 minutes	30%
95% to 90%	Between 37 hours and 13 minutes and 74 hours and 24 minutes	65%
Less than 90%	More than 74 hours 25 minutes	100%

- c. 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 Partner will be notified by Synergy Wholesale by email in the event of a credit being available, which must be claimed by the Partner opening a support ticket via the Synergy Wholesale management system.

4. Exceptions

- 4.1. The Partner 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 Synergy Wholesale'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, RVSiteBuilder, Synergy Wholesale 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 Synergy Wholesale.
- 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 Partner.
- 4.7. Partner's acts or omissions (or acts or omissions of others engaged or authorised by Partner), 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 Synergy Wholesale'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.

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- 4.10. 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.

5. Maintenance

- 5.1. Synergy Wholesale will perform scheduled maintenance at a time which is deemed suitable by Synergy Wholesale, and should it require any Service(s) to be offline for greater than thirty (30) minutes, Synergy Wholesale 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 Synergy Wholesale, and should any Service(s) be offline for greater than thirty (30) minutes, Synergy Wholesale 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 Partner signified acceptance of this Service Level Agreement upon signing up to Synergy Wholesale, and their account was created within the Synergy Wholesale management system.

7. Changes

- 7.1. Synergy Wholesale 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 Synergy Wholesale account.

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

DOCUMENT CHANGE HISTORY

Date	Description of Change	Version
2021-06-08	▸ Reviewed document	1.3
2018-08-24	▸ Lowering of "Website Availability" threshold for Custom cPanel shared web hosting Service(s) created 2 May 2018 from 99.5% to 99.9%	1.2
2018-05-04	▸ Addition of Custom cPanel web-hosting services ▸ Update of Synergy Wholesale branding	1.1
2017-10-28	▸ Service Level Agreement document creation	1.0