

Web Hosting SLA

Service Level Agreement

This agreement describes the standard level of service that all website hosting customers can expect from Patahost. It attempts to quantify the levels of service that all hosting customers can expect, and the remedies we offer if we fail to provide service at those levels.

Patahost provide a reactive hosting service for all websites and offer a 99% uptime. We do not constantly check the websites we host to ensure they are functioning correctly as routine use, maintenance and software updates can affect website functions. It is therefore the responsibility of the client to ensure their website is operating as it should. 'Always on' and 'managed hosting services' support can be provided and can be quoted on a case-by-case basis.

99.9% Network and Servers Uptime

Patahost. guarantees that the customer's website, which is hosted Patahost Ltd network and Servers, will be available 99.9% of the time, excluding maintenance, as defined below. Network downtime is defined as the customer's hosted website being unable to be viewed or accessed through the Internet, caused by failure of network equipment managed and owned by Patahost., excluding scheduled or emergency maintenance.

Maintenance means scheduled maintenance or emergency maintenance. Scheduled Maintenance means any maintenance in Patahost. network/servers of which the customer is notified at least 5 days in advance. Emergency maintenance means any maintenance in Patahost. network/servers that: (a) in Patahost's sole discretion, is necessary to avoid an immediate threat to Patahost networks/servers or customer's server and (b) of which customer is notified.

Response times

Support, unless noted otherwise in a supplementary service level agreement, technical support is provided by Patahost on a first-come, first-served "best effort" basis. We aim to at least acknowledge, if not fully answer, all emails to our advertised support address (<mailto:info@patahost.com>) within 4 working hours. We aim to answer the phones during working hours, but under times of high demand

or staff sickness, we may defer to an answering service where we promise to return all messages as soon as possible.

WordPress

For those websites hosted by Patahost which have been built (or part-built) upon the WordPress platform, please be aware that WordPress irregularly makes updates which means that Patahost may need to make updates to your site so that your website continues to work upon our servers. It is not known how many times per annum that WordPress makes updates, however, we estimate between 4 – 8 updates per year. The more functionality a WordPress site has the more time needed to make updates to that website.

Patahost works reactively for such updates – we respond should we be informed of a critical change (by WordPress) or should the client point out an error in functionality. Please note, Patahost cannot be held responsible for any functionality failure caused directly by an update to WordPress or a plug-in of which we were not made aware.

Patahost will charge a minimum of \$250 per annum for these updates. This cost will be invoiced at the same time as the hosting fee which is yearly in advance. Please note, WordPress updates are not considered to be maintenance of a website.

Plug-ins

On occasion, when budget, time or requested functionality limits the opportunity for a bespoke build, an off-the-shelf solution in the form of a third-party plug-in may be implemented.

Premium plug-ins may in some cases, require a subscription based or one-off licensing fee. Whilst Patahost will make every effort to minimize ongoing maintenance costs, premium plug-ins will need to be updated outside of our update agreement, with any additional costs agreed by and passed onto the client.

Invoicing

Website hosting runs annually, paid in advance. An invoice will be sent automatically at the time of renewal. Should a client not wish for Patahost to renew the hosting service, we request a notice period of one month in advance of cessation along with details to where you would like the web files sent. If we do not

hear such a request, it will be assumed that you do wish the web hosting to be renewed and are in agreement with the terms for the following year.

Should Patahost be informed after this months' notice period, Patahost cannot be held liable for any delays caused in the transfer of hosting of your website to another server.

The Service level agreement runs in conjunction with Patahost's standard [terms and conditions](#).

Exceptions

The customer shall not be entitled to any credit hereunder if the network downtime is caused by: (i) actions of the customer or others authorized by the customer to use the service under the Agreement; (ii) customer application, software, or customer's operating system failure, (iii) the result of network maintenance activity, (iv) denial of service attack, hacker activity, or other malicious event or code targeted against Patahost. or a Patahost customer, or (v) failure of any network or Internet Infrastructure not owned or managed by Patahost. (vi) If customer has more than one website hosted on Patahost networks or servers, then a claim may be accepted for one hosted website.

Definitions

1. "Patahost", "we", "us", "our" means Patahost Ltd Junction Plaza, Kagundo Road, Nairobi Kenya.
2. "Service" means any hosting or connectivity service offered by Patahost, including but not limited to Hosting Services or Dedicated Hosts, Support and Maintenance Agreements.
3. "Customer", "you", "your" means you, the person or persons in whose name(s) a service is maintained by.
4. "Technical contact" means a person or persons nominated by the Customer with whom Patahost can discuss all matters of a technical nature relating to the Service.
5. "Working hours" means 9.00am to 5.30pm, Monday to Friday, excluding English bank holidays.