

## DIGI TREAD MEDIA

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## SLA AGREEMENT

### Standard Service Level Agreement

#### Hosting & E-Mail Services

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between Digi Tread Media PTY (Ltd) or Digitread Media and the client for the provisioning of services required to support and sustain hosting and e-mail services. This Agreement outlines the parameters of all support services covered as they are mutually understood by the parties.

## DEFINITIONS

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1. **Agreement:** The terms and conditions herein and all annexures or addendums.
2. **Business Day:** Monday to Friday, excluding South African public holidays.
3. **Client/You:** The party described on any service application, invoice or quotation.
4. **Client Data/Your Data:** Electronic representations of data and information in any form:
  - 4.1. transmitted to using the Digitread Media Server,
  - 4.2. transmitted via the Digitread Media Server,
  - 4.3. stored on the Digitread Media Server,
  - 4.4. used in the utilization or processing of a service.
5. **Digitread Media:** Digi Tread Media (Pty) Ltd trading as Digitread Media or any other entity which Digitread Media (Pty) Ltd may assign, cede or delegate any of its rights or obligations to.
6. **Digitread Media Server:** servers, external systems, hardware, software, databases operated together as a system by Digitread Media and/or its service providers to provide any service, including without limitation e-mail services, hosting services and backup services.
7. **Digitread Media Website:** The Internet website published at the URL "[www.digitreadmedia.com](http://www.digitreadmedia.com)" or any other URL th at Digitread Media may use.

8. **Domain/Domain Name:** An Internet address registered with an authorized registrar comprising its relevant records including, but not limited to, hostnames, aliases and mail exchange ("MX") records.
9. **Incident:** Any unplanned interruption to a service or reduction in service quality.
10. **Resolution Time:** Time taken to fully resolve an incident after being reported.
11. **Supplier/Service Provider:** A supplier of goods and/or services to Digitread Media.
12. **Uptime:** Availability of services expressed as a percentage of operational hours.
13. **User/s:** The client or any other person accessing any of the services provided by Digitread Media.
14. **Hosting:** The storage of website and related files, including but not limited to e-mail on a physical server rented by Digitread Media.

## 1. Goals & Objectives

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1. The purpose of this agreement is to ensure that the proper elements and commitments are in place to provide consistent service support and delivery to the client by Digitread Media.
2. The goal of this agreement is to specify standard support service provision between Digitread Media and clients.
3. The objectives of this agreement are to:
  - 3.1. Provide clear reference to service ownership, accountability, roles and/or responsibilities.
  - 3.2. Present a clear, concise and measurable description of service provision to the client.
  - 3.3. Match perceptions of expected service provision with actual service support & delivery.

## 2. Periodic Review

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1. This agreement is valid from the date of commencement of service and is valid until termination of service.
2. This agreement is subject to periodic review, as well as Digitread Media's Hosting and E-Mail Terms and Conditions as published on its website.
3. Digitread Media reserves the right to amend the contents of this document as required.

## 3. Client Responsibilities

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1. Payment for all support costs at the applicable rates and intervals.
2. Reasonable availability of customer representative(s) when resolving a service related incident or request.

## 4. Service Agreement

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Service Scope - The following services are covered by this agreement:

1. Telephonic support
2. E-Mail Support
3. Planned or Emergency Onsite Assistance (extra costs apply)
4. Regular System Health Checks (extra costs apply)
5. Backups, Scheduled and Emergency Maintenance
6. Service Access

7. Service Setup Requirements
8. Troubleshooting

## 5. Digitread Media's Responsibilities

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### 1. Telephonic Support

- 1.1. Digitread Media provides telephonic support from 9 A.M to 5 P.M from Monday to Friday.
- 1.2. Digitread Media provides business critical emergency telephonic support after hours.
- 1.3. Best efforts will be made to answer the calls, however there will be a WhatsApp service.
- 1.4. When the client leaves a message on WhatsApp, Digitread Media will respond as soon as possible.

### 2. E-Mail Support

- 2.1. E-Mail is monitored from 9 A.M to 5 P.M from Monday to Friday.
- 2.2. Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.

### 3. Planned or Emergency Onsite Assistance

- 3.1. Digitread Media cannot guarantee onsite assistance or any response time for onsite assistance.
- 3.2. Due to the nature of the services provided, onsite assistance should be performed by the client's IT department, IT consultants or IT contractors.
- 3.3. Should Digitread Media provide onsite assistance, callout fees and hourly fees will apply.

### 4. Regular System Health Checks

- 4.1. Disk space and bandwidth usage for client accounts are monitored.
- 4.2. The client will be notified when disk and bandwidth usage are close to reaching its maximum capacity.
- 4.3. When client accounts are close to reaching its disk and bandwidth capacity, it is the client's responsibility to take the necessary actions to reduce the load.
- 4.4. Digitread Media can perform disk usage cleanups at additional cost where hourly rates apply.
- 4.5. Digitread Media cannot be held liable for any data or e-mail loss, downtime or any other damages resulting from disk and bandwidth over usage.
- 4.6. Depending on the client's hosting plan, Digitread Media may not hard-limit bandwidth. However, bandwidth is subject to a Fair Use and Acceptable Use policy, determined by Digitread Media's own discretion.

### 5. Backups, Scheduled and Emergency Maintenance

- 5.1. Digitread Media's server provider may perform scheduled or emergency maintenance on the server, its software or infrastructure which may result in service interruption.
- 5.2. Digitread Media will inform clients as soon as it becomes aware of such incidents.
- 5.3. Although all reasonable effort is made by Digitread Media and its service providers to backup client data, the usability and integrity of backups cannot be guaranteed. The client is required to ensure backups to their own computers.
- 5.4. Offsite and remote e-mail backups can be provided by Digitread Media as part of an additional paid service plan.

## 6. Service Access – Client Zone

- 6.1. Digitread Media provides control panels to the client for managing their hosting and e-mail accounts.
- 6.2. Digitread Media will provide the client with their usernames and passwords to access these accounts, however, for security reasons Digitread Media does not keep a record of passwords. Lost passwords will need to be reset.
- 6.3. The client can provide their IT departments access to the control panels in order to setup and support e-mail accounts on the client's computers, setup and manage databases or publish and maintain their website.
- 6.4. Digitread Media usually connects a client's account with CloudFlare in order to provide a more secure and reliable hosting environment.

## 7. Service Setup Requirements

- 7.1. For client e-mail accounts created by Digitread Media, complete setup instructions will be provided.
- 7.2. The complete setup instructions are also available within the hosting control panel upon creation of e-mail accounts.
- 7.3. Included in the setup instructions are the incoming mail (POP3/IMAP) and outgoing mail (SMTP) settings. It is important that the client ensures that IT technicians setup the email exactly as per the instructions. Many IT technicians tend to use their own or the ISP's SMTP settings. If this happens, Digitread Media cannot provide any support relating to the sending of emails.
- 7.4. The client needs to ensure that the correct account type is used for their e-mail setup. **POP3** will leave a copy of the e-mail on both the server and the client's computer. E-mail deleted from the server will not delete e-mail from the client's computer and vice versa. **IMAP** will sync the mail server with the client's computer and any other devices it is setup on. E-mail deleted on one device will be deleted on all other devices, including the mail server as well. E-Mail deleted from the server will be deleted from all connected devices as well. IMAP has a high risk of e-mail loss due to accidental deletion and requires a large amount of disk space.
- 7.5. Data retention for e-mail is determined by the client and set on the client's e-mail software.
- 7.6. Digitread Media cannot be held liable for any data loss due to incorrect e-mail software setup.
- 7.7. Digitread Media does not provide technical support for the client's Windows installation or any other operating system or for the client's e-mail software such as Outlook Express, Windows Mail etc. Technical issues related to software and hardware on the client's computers need to be referred to their IT department.

## 8. Troubleshooting

- 8.1. Digitread Media will provide the client with server-side troubleshooting support for e-mail services.
- 8.2. The client will be required to provide Digitread Media with the error messages received, as well as screen captures of the errors if possible.
- 8.3. Digitread Media will troubleshoot the origin of the incident and take the necessary actions to remedy the issue.
- 8.4. Should the issue be outside of Digitread Media's control, it will liaise with its service providers' technical support on resolving the issue. Additional information or actions may be requested from the client in order to resolve the issue.

- 8.5. Send & Receive logs can be used to track any send and receive issues and are also accessible from within the hosting control panel. The logs will only include results for correctly setup e-mail software.

## 6. Dispute Resolution

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1. Digitread Media and the client will attempt to resolve disputes via internal negotiation first.
2. Should negotiation fail, the parties agree to attempt mediation before pursuing litigation.

## 7. Jurisdiction

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1. This agreement is governed by the laws of the Republic of South Africa.
2. Any disputes will be resolved in South African courts.