



Narf e-Application Solutions V.O.F.
Het Poortgebouw
Beechavenue 54-80
1119 PW, Schiphol-Rijk
Netherlands
<http://www.narfhosting.com>

Registered in Netherlands
KvK Company ID 34367998
EU VAT ID NL821594096B01
Sales: sales@narfhosting.com
Support: tech@narfhosting.com
Inquiries: administration@narfhosting.com

TERMS & CONDITIONS – ACCEPTABLE USE POLICY – SLA INFORMATION

NARFHOSTING SERVERS (v. 1.1 – 01/03/2012)

1. Introduction

1.1 Narfhosting, which will be referred to as the "Company" in this document, is a trading name of the partnership under common firm "Narf e-Application Solutions V.O.F.", registered at Schiphol-Rijk, Netherlands, with registered address: Beechavenue 54-80, 1119 PW, Schiphol-Rijk, Netherlands. The Chamber of Commerce Registration Number of the Company is 34367998 and its VAT number, in EU format, NL821594096B01.

The following Terms and Conditions will be applicable for the use of Company services, ordered and provisioned following an order at <http://www.narfhosting.com> or using any other order method. The use of Company services denotes the full acceptance by users of the Terms and Conditions the Company applies, or will apply in the future.

1.2 In the event that a user does not agree with the Company's Terms and Conditions, the user should not proceed to using the Company's services. An individual user of Company's services will be henceforth referred to as the "Customer".

2. Services and Responsibility of the Company

2.1 The Company maintains the right of access to files, databases and other data of Customers, for administrative and support purposes only, and provided that they are located on systems, servers, or equipment that is managed by the Company.

2.2 The Company is obliged to notify the Customers using e-mail, of credentials and ways to access their provisioned service(s), as well as for any Conditions applying to the Customers' service(s) specifically.

2.3 The Customers agree that they themselves, or a Customer-appointed representative, have the necessary system(s) and server(s) management knowledge, in order to manage, secure, update, or troubleshoot active Customer systems or server(s) in operation in an ongoing basis.

The Company is not obliged to offer any kind of administrative or operational support to Customers who do not subscribe to a Support & SLA plan explicitly including such a provision. The Company is always obliged to contact the datacenter providing the Customers' system(s) and server(s) in the event that they are inaccessible, non-operable, or are otherwise performing below normal expectations for their specified service class.

In the event that Customers do subscribe to a Support & SLA plan that is classified as "Managed Service" as described in Appendix A, the Company furthermore is obliged to offer operational management, application of common security strengthening techniques, software updates, and troubleshooting in regards to the Customers' applicable system(s) and server(s), according to the Support & SLA plan and according to the Company's pricing policy for administrative support.

2.4 The scope, response times, and miscellaneous parameters associated with the applicable Support & SLA levels are bound by the terms and conditions and provisions found in the SLA – Service Level Agreement section, located at the Appendix A of this document.

2.5 The Company cannot be held accountable under any means for damages or liabilities caused by the usage, availability or lack thereof, of the services it provides, except for the conditions and compensation agreements present in the SLA – Service Level Agreement section, located at the Appendix A of this document.



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2.6 Customers are responsible of notifying the Company of any back-up functionality required to be present on Customers' system(s) and server(s). The Company will meet the requirements of Customers, either through making use of common redundancy methods, including RAID arrays, or through making use of specific on-site or off-site dedicated back-up locations. Should Customers not explicitly request any form of back-up service, they accept that the responsibility of back-up management, implementation, and updates lies with themselves only, including the selection of back-up location, active back-up schedule, and the breadth of back-up updates.

2.7 The Company is obliged to comply with the effective legislation of Dutch and European Union law, and cooperate with the relevant law enforcement authorities in order to uphold the law, following a district attorney mandate or a legal request of an equivalent form and power, notified to the Company by law enforcement bodies. This may force the Company to reveal and submit to relevant authorities all data related to Customers, including information and data present on servers and systems managed by the Company, belonging to or relative to Customers.

2.8 Should a subpoena, formal complaint, district attorney mandate, or equivalent legal document be delivered to the Company, it maintains the right to unilaterally suspend, with or without warning, any service(s) it provides to Customers, without being held accountable for damages occurring to Customers or third parties. The Company will then request from affected Customers to comply with the Terms of the request within a given time duration, this being no shorter than 1 (one) and no longer than 24 (twenty-four) hours. Should the Company's request be ignored, the Company retains the right to permanently terminate all service(s) active under affected Customers account(s).

3. Customer Responsibilities and Acceptable Use Policy

3.1 Customers accept that they will never use services, servers and systems belonging to, administered from, or provided by the Company, in order to perform:

- A.** Publication, usage in e-mail or transmission through any other means of illegal, harmful, threatening, offending, disturbing, libelous, slandering, privacy violating, empathic, racist, or otherwise punishable by law content.
- B.** Cause of damages or harassment to third parties by any means.
- C.** Publication, usage in e-mail or transmission through any other means of content for which Customers have no relaying rights according to European Union laws, contractual or administrative terms applicable (Examples include: Confidential information, internal or corporate information acquired through employment, data related to and covered by Non-Disclosure Agreements – NDA).
- D.** Publication, usage in e-mail or transmission through any other means of content violating any patent, trademark, registered trademark, copyright, or intellectual property of third parties.
- E.** Publication, usage in e-mail or transmission through any other means of content containing viral or malware coding, files, scripts or programs designed in order to interrupt, damage, destroy or disable any third party software / hardware.
- F.** Inadvertent or advertent violation of territorial laws and rulings applicable to the Company's activity.

In the event that these Acceptable Use Policy Terms are violated, the Company retains the right to unilaterally suspend or terminate, with or without warning, any service(s) it provides to the Customers.

3.2 The Company complies with accepted international standards related to the fight against non-desirable unsolicited bulk e-mails ("Spam E-Mail"). Any electronic mail messages, with single or multiple recipients, sent without the explicit consent of the recipient, or which continues to be sent despite a valid request from recipients to opt-out from the delivery of such e-mails, is classified as "Spam E-Mail".

The Company maintains the right to decide whether specific action(s) taken by Customers, related to e-mail correspondence, are classified as "Spam activity" or not, and take any measures it deems necessary in order to stop this type of activity. Customers making use of the Company's services in order to send such unsolicited bulk e-mail messages may be charged with administrative fees set by the Company, with the fees being variable according to the severity of Customers' actions. Repeated spam / abuse behavior may result to service(s) being suspended or terminated.



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3.3 Customers are explicitly forbidden from using systems or services provided by the Company in order to engage to illegal or abusive activities, including but not limited to:

Spawning - port scans - ping floods - packet spoofing - forging IP information - DOS/DDOS attacks - sniffers – flooding – spoofing - ping bombing - teardrop.

3.4 In the event that a service provided by the Company has specific periodically metered resources, such as bandwidth usage, the effective start date for a monthly resource usage period will be the 1st of each month, and the effective end date the last day of each month (28th, 29th, 30th or 31st depending on the month).

3.5 Customers accept, consent to and approve of the possibility of being contacted by the Company, in the event that their total usage of bandwidth traffic exceeds 70% of the total amount allocated to them on a monthly basis, so that an amicable solution approved by both the Company and the Customer can be applied on the Customer's services.

3.6 The Company advises Customers to use secure passwords, and change the passwords often. Should Customers elect to use passwords of insufficient strength; the Company will not bear any responsibility for any security incidents taking place related to Customers' service(s).

4. Pricing, Duration and Termination of Services / Contract

Pricing

4.1 The prices quoted to Customers, through the Company's website or a Company's representative, are in Euros (EUR €) and any other prices quoted in different currencies are provided for reference purposes only. The Value Added Tax (VAT) applicable in the Kingdom of Netherlands, today 19%, is added to all listed prices.

Should Customers be located outside the European Union or otherwise reside in territories which are VAT-exempt, or have an intra-EU VAT-exempt status, the Company can quote and charge prices that do not contain VAT / are zero-rated. Payment of all products and services is made in advance unless otherwise agreed in writing. Customers are obliged to pay in full any pending invoice(s) created either with the order of a service, or within a reasonable time period, according to the instructions of the Company and in any case within 30 calendar days or less. In the event of non-payment, order(s) will be rendered null and void, and a new order will have to be placed.

4.2 The duration of the contract is agreed in advance between the Company and the Customers, through relevant selection(s) in the Company's automated ordering system or in a contract drafted separately. Typical service durations may be: 1 month, 12 months, or 24 months.

4.3 The Company will offer relevant service(s) to Customers in the pricing agreed at the time an order for service(s) was accepted by the Company. Pricing changes may take place after the Customers' initial contract duration expires.

4.4 In the event of pricing increases being carried out by the Company before the relevant service contract(s) of Customers expire, Customers are entitled to either a) Unilateral contract termination with a 30-days notice period, or b) Continuation of applicable pricing as agreed at the time of order acceptance for the remainder of the Customers' contract duration.

Payment using Credit Card or PayPal

4.5 Customers have the capability of paying for their service(s) through the use of a credit card (VISA, MASTERCARD, and AMERICAN EXPRESS) or by using PayPal. All relevant charges are handled inside PayPal's environment, and the Company does not maintain any Customer data related to payment details.



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4.6 Customers ordering any service from the Company have the option of creating a subscription through the Company's account management system, and in such an event do consent to their PayPal account being charged every month (or according to the billing cycle of the Customers, every 1, 3, 6, 12, or 24 months).

Payment using Bank / Wire Transfer

4.7 Customers have the capability of paying a given invoice through a bank wire transfer. Should Customers decide to make use of this method of payment, they are obliged to make use of "OUR" bank fees option (in the event of a transfer), or a "SHA" fees option upon confirmation from the Company on a case-by-case basis.

Customers must inform the Company of the bank transfer details so that the payment can be accordingly traced. All orders are processed once the funds from the bank transfer are successfully in the account of the Company.

Contract / Service Termination

4.8 Services falling under these Terms & Conditions can be terminated by Customers or by the Company, for financial irregularities, breach of Acceptable Use Policy, or other justified causes.

4.9 The Company can unilaterally terminate Customers' contracts if it is requested to do so legally, from international or European Union law enforcement agents / bodies who maintain legal jurisdiction in Netherlands.

4.10 The Company retains the right of unilateral service termination if it finds Customers' account in arrears, and the Company exhausts all reasonable means of contacting affected Customers in a 30-day time period.

4.11 The Company retains the right of unilateral service termination in the event that circumstances beyond its control (Major international Internet connectivity failure, war, rebellion, natural disasters, acts of terrorism, et al) prevent it from continuing the provision of any service(s) to Customers.

4.12 Customers explicitly agree that a premature contract Termination initiated by them, or forcefully executed due to breach of contractual Terms / Acceptable Use Policy from them, will result in affected Customers being obligated to pay in full the remaining service period up to and including the minimum contract duration agreed between the Company and the Customer, as per clause 4.2. For monthly contracts, the clause 4.13 applies.

Service Renewal

4.13 The contract covered by these Terms & Conditions is automatically renewed in 1-month increments, following the initial contract duration period of 1, 12, or 24 months. Customers can terminate their contract at any given time following the initial contract duration period, being liable for no additional charges of any kind, by notifying the Company 30 days before the desired termination date.

4.14 The Company retains the right of offering specialized or customized offers to the Customer, in exchange for a set time period contract extension.

5. Trial Period

5.1 In specific cases, and in services offered by specific datacenters only, a service falling under the "Servers" product category may include a 30-day trial period. Should this clause be applicable to service(s) offered to Customers, this will be reflected on the "Request for Quote" document(s) of the specific service, and / or the Company website section of the specific service. In the event that the 30-day trial period is applicable, Customers are able to cancel their service(s) within 30 calendar days from the initial service setup date.



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Should Customers not exercise their right of cancellation within the 30-day trial period, they explicitly consent to the continuation of the service provision up to, and including, the minimum contract duration period agreed between the Customer and the Company. If they do exercise their right of cancellation, then the Company will refund them fully for any and all payments received by them.

In the event that the Company did use Customers' payments in order to order service(s) from 3rd parties (including but not limited to: Domain name registration, SSL certificates, commissions or fees of 3rd parties, including banks and credit card providers, setup fees, additional services) the refund amount to the Customer will have deducted the aforementioned service and administrative expenses.

No cash refund can take place after the 30-day trial period, or after the 1st day following the order in the event that Customers do not benefit from a trial period.

5.2 Cancellation under Trial Period and refund takes place one (1) time per Customer. Future orders from the same Customer are not eligible.

5.3 The request for refund & cancellation must reach the Company, through e-mail or postal mail, within 30 days from the payment date.

5.4 Breach of Acceptable Use Policy and / or other clause(s) described in these Terms & Conditions may result to Customers waiving their rights of cancellation and refund permanently.

6. Limits of Liability – Insurance - Compensation

6.1 The Company strives to maintain the Company's website, <http://www.narfhosting.com> as well as all Company-authorized documents and forms to an accurate and updated status. However, the Company cannot legally commit towards the accuracy, time-sensitive nature, or completeness of the content published in Company material, and thus the Company's liability is limited in this regard.

6.2 Customers explicitly agree that they will defend in every court, insure, prevent financial or ethical loss of, and cover against every cost(s) incurred, the Company should the Company be involved in any form of legal procedure, carried out by the State or a 3rd party, due to actions or activities solely attributed to Customer-originating actions.

6.3 In addition to the Term 6.2, Customers explicitly declare and commit that in the event of any charge(s) being levied against the Company, of any judicial or legal or administrative form, due to actions or activities solely attributed to Customer-originating actions, they will intervene in the judicial or legal or administrative proceeding, and will compensate the Company in full, in the event that the latter is subjected to compensation payment(s) or any other expense(s).

7. Final Clauses

7.1 These Terms & Conditions, related to the usage of the website <http://www.narfhosting.com> and the provision of server services from Narfhosting, are based on the legal framework of the Kingdom of Netherlands, are bound by Dutch law, by the currently applicable legal treaties and policies instituted by the European Union and other international authorities, and are applied according to the rules of goodwill, business ethics, economics and social conventions.

In the event that any Term or Condition of this document is deemed void or is subject to voidance, such a voidance will not affect the legal value of other Terms and Conditions. The trading parties described in this document will strive to replace any void Terms or Conditions with as equal as possible replacement Terms and Conditions, in order to maintain the agreement particular structure in an accurate manner.



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7.2 By making use of the Company's website it is deemed that Customers do agree and consent with the total of Terms & Conditions of this document. Customers are deemed to have read and agreed with these Terms & Conditions in an irreversible manner from the moment they click on the "**I have read and agreed with the Terms & Conditions**" tick box on the Company's automated ordering system.

7.3 In the event that the Company service(s) towards Customers have been activated with a non-automatic way, and the order of any service(s) was not made through the Company's automated ordering system, Customers irreversibly do accept these Terms & Conditions upon paying for their first billing cycle, and upon the issuance of a relevant invoice from the Company to Customers.

7.4 Customers agree that for purposes of resolution of any disagreements or disputes related to these Terms & Conditions, the applicable laws are the laws governing the Kingdom of Netherlands, with the jurisdiction court houses being the court houses of Amsterdam, Netherlands. The Company retains the right of modifying the Terms & Conditions without prior notice, and will publish them to the Company's website or notify them to the Customer in electronic form following a request from the Customer, or a request from the Company, within a reasonable time period not exceeding ten (10) days.

7.5 The Terms & Conditions described in this document supersede and are valid over any form of verbal or written communication between the Customer and the Company.



APPENDIX A

Service Level Agreement (SLA) Information

A.1 Coverage Criteria

This Service Level Agreement is applicable with the following criteria in place:

- The exact scope of application of this Service Level Agreement – SLA is determined by the Support & SLA plan the Customers individually subscribe to.
- The Customers' accounts are not in arrears and charges associated with a specific account are paid for with the account in good standing.
- For the application of this SLA one or more of the restrictions described in the clause A.6 do not apply.

A.2 Service Level Agreement & Specification

The Company guarantees to make any reasonable effort in order to ensure that the service(s) provided to Customers are available and functional at any given time. In order for a Customer account to be eligible for the SLA application described in A.3 and A.4 clauses, said Customer is obliged to contact the Company using a relevant e-mail message (either through a plain e-mail message or through a trouble ticket from the Client Area of the Company's website).

Should the submission of a trouble ticket or e-mail prove to be impossible for any reason, affected Customer is obliged to contact the Company using other means, such as telephone, live chat, et al. The available methods of support vary depending on the Support & SLA plan Customers subscribe to. Customers retain the right to contact the Company's Sales Dept., or their Account Manager, for informational purposes only, regardless of the Support & SLA plan they subscribe to.

A.3 Service Availability

The Company aims to provide its services in a 30-day calendar month period by maintaining a minimum of 99.9% of the total time in this period, or more, depending on the Support & SLA plan. The minimum guaranteed availability of services is calculated in minutes, depending on the Support & SLA plan, as follows: (Minutes per calendar month are calculated as: 24 hours X 30 days X 60 minutes)

Support Level	Minimum Guaranteed Availability	Minutes / Calendar Month
Bronze	99.9%	43.157 / 43.200
Silver	99.9%	43.157 / 43.200
Gold	99.9%	43.157 / 43.200
Platinum	99.9%	43.157 / 43.200

Special SLA agreements which result to higher availability times are possible on a case-by-case basis, and are reflected accordingly to a "Request for Quote" document supplied to Customers.



A.4 Answer of Trouble Ticket or related Technical Support request – Hardware Replacement

The Company guarantees the timely and time-relevant response to a trouble ticket or related technical support request to the Customer, depending on the Support & SLA plan the Customer subscribes to. Only requests directed to the Company's Technical Support Dept. are covered by this SLA.

The Customer is entitled to a set percentage of service credit in the event that the Company does not respond / react to the Customer's request within set time limits, as follows:

Service Level	Maximum Response Time	Hardware Replacement Time
Bronze	48 hours	12 hours
Silver	24 hours	8 hours
Gold	6 hours	6 hours
Platinum	4 hours	4 hours

A.5 Service Level Agreement violation & compensation

Attribute	Analysis
Support & SLA Level	Bronze
Service Availability	5% of monthly service charge per 60' of excess downtime
Support Response	5% of monthly service charge per 60' after the initial period of 48 hours
Hardware Replacement	5% of monthly service charge per 60' after the initial period of 12 hours
Maximum Credit Applied	50% of monthly service charge per calendar month



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Attribute	Analysis
Support & SLA Level	Silver
Service Availability	5% of monthly service charge per 60' of excess downtime
Support Response	5% of monthly service charge per 60' after the initial period of 24 hours
Hardware Replacement	5% of monthly service charge per 60' after the initial period of 8 hours
Maximum Credit Applied	100% of monthly service charge per calendar month

Attribute	Analysis
Support & SLA Level	Gold
Service Availability	10% of monthly service charge per 60' of excess downtime
Support Response	10% of monthly service charge per 60' after the initial period of 6 hours
Hardware Replacement	10% of monthly service charge per 60' after the initial period of 6 hours
Maximum Credit Applied	100% of monthly service charge per calendar month



Attribute	Analysis
Support & SLA Level	Platinum
Service Availability	25% of monthly service charge per 60' of excess downtime
Support Response	25% of monthly service charge per 60' after the initial period of 4 hours
Hardware Replacement	25% of monthly service charge per 60' after the initial period of 4 hours
Maximum Credit Applied	150% of monthly service charge per calendar month

Notes regarding the Service Level Agreement Compensation:

1. If in the duration of one calendar month, more than one request to activate SLA credit is filed, the maximum service credit amount is the amount indicated on "Maximum Credit Applied", depending on the Support & SLA plan subscription.
2. SLA credit is assigned to Customers' accounts, for future use by Customers relating to purchases by the Company.
3. Customers are free to select any service provided by the Company, and use their SLA credit towards that end without any restriction.
4. Cash SLA credit is subject to joint approval by Billing and Technical Support Depts.
5. In the term "Monthly service charge" the monthly charge paid by Customers to the Company for use of a server service is **included**. Additional charges relating to correct server operation, such as: Additional IP addresses, additional hardware, a Support & SLA plan, et al, are **included**. Designated charges for other services Customers may hold from the Company (including but not limited to: Domain names, web hosting services on the Company's servers, SSL certificates) are **not included**.
6. The service credit procedure of the Customer account is completed within 48 hours, from the time the Customer files a request to the Company and requests the activation of an SLA clause. The Company will then complete all necessary checks and procedures, and apply the credit to the Customer's account, or respond to applying Customers appropriately in the event of the SLA compensation request being rejected for whatever reason.



A.6 Restrictions / Force Majeure

The Company will not approve any service credit towards Customers regarding failure, malfunction, or non-availability of the Company's services caused by, or linked to:

- a. Conditions beyond the reasonable control of the Company. Examples include but are not limited to: Government activity, war, uprising, rebellion, sabotage, armed conflicts, embargo, fire, flood, strikes, disruption or severance of telecommunication networks or other 3rd party services, hacking, and DDoS (Distributed Denial of Service) attacks.
- b. Scheduled or emergency maintenance of servers or systems administered by the Company provided Customers have knowledge of these events in writing.
- c. False reports regarding non-operation of systems or servers of the Company.
- d. Actions or omissions on behalf of Customers (or 3rd parties controlled by or authorized by Customers), including but not limited to, abusive acts, negligence, purposeful mistreatment or use of the Company's services in violation of these Terms & Conditions and Acceptable Use Policy.
- e. Service interruptions of 3rd party Internet Service Providers who cause a connectivity loss and constitute Customers unable to access or connect to their services. The Company bears no responsibility for web browser settings, DNS servers or other network services of 3rd parties, which can cause service interruption to Customers' location and / or offer degraded performance to individual Customers alone. The Company is obliged to use external monitoring systems in order to substantiate the estimated uptime of its servers and systems.

A.7 Server Management & Administrative Support

The Company provides Customers with the ability to select a Support & SLA Plan that is classified as "Managed". In the event that Customers elect to subscribe to such a Support & SLA Plan, the Company will provide eligible Customers with access to an applicable Customers' service administrative interface, but will be otherwise responsible for administrative support according to the table below:

Service Level	Server Management Classification	Maximum Administrative Support Incidents per calendar month
Bronze	Semi-managed	-
Silver	Semi-managed	1 incident
Gold	Managed	2 incidents
Platinum	Managed	4 incidents



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Administrative Support Incidents include:

- Custom software installation / updates (provided that the software is compatible with the server operating system)
- Software firewall configuration on-server, deployment and troubleshooting
- Custom-issue resolution and root cause analysis
- Server migration services from a server to another
- Security Hardening & Customization
- Software Updates

In the event that Customers do not subscribe to a Managed Support & SLA plan, or have exhausted the allocated incident(s) per month, Customers can purchase additional Administrative Support Incidents on-demand, and with pricing specific to the Customer's Support & SLA Plan.

The Company will notify Customers of the incidents spent and the remaining incidents they have within a certain calendar month, for Administrative Support purposes.