

Service Level Agreement

This Service Level Agreement applies to the Services as defined in the Service Supply Agreement.

DEFINITIONS

“Billing Period”	One calendar month, commencing from the Commencement Date;
“Customer Administrators”	Up to two nominated individuals per Customer who may contact the Service Desk;
“Core Hours of Service”	Monday to Friday 08:00–18:00 UK local time (excluding UK Public Holidays). All severity code incidents will be responded to;
“Emergency Maintenance”	Scheduled Maintenance tasks which in the reasonable opinion of Cobweb need to be performed sooner than the normal 48 hour notice period would allow;
“Non-Core Hours of Service”	All hours outside of Core Hours of Service. Severity 1 incidents only will be responded to. These must be logged by telephone. All other Severity code incidents will be responded to during the next period of core hours of service;
“Scheduled Maintenance”	Tasks which need to be performed for the ongoing security, stability and reliability of the Services as defined in Paragraph 8 below;
“Service Credit Period”	The timeframes defined in each Service Description used for calculating Service Credits;

“Service Desk”	The team of support staff from Cobweb, who shall provide support services through the following means, with the recommended means being Control Panel or Email: By Control Panel By Email: support@cobweb.com By Telephone: 0345 223 9000 (Option 1)
“Service Status Page”	The online information portal available at http://www.service-status.info which provides updates on all Severity 1 incidents;
“Severity Code”	The classification system for all incidents raised with the Service Desk as fully defined in Paragraph 4 below;
“SLA Report Period”	A full calendar month starting on the 1st of each month

2 SERVICE DESK

- 2.1 The Service Desk provides a single point of contact for Customers and is available for the purpose of the reporting of incidents and the handling of enquiries from the Customer Administrators, or other personnel as expressly authorised by the Customer and notified to Cobweb.
- 2.2 During Core Hours, all Severity Code incidents will be responded to.
- 2.3 During Non-Core Hours, Severity 1 incidents only should be logged by telephoning 0345 223 9000. Incidents or enquiries that are designated as Severity 2 or below shall be logged, but the resolution shall not commence until the next period of Core Hours of Service. Severity 2 or below incidents should be logged by emailing support@cobweb.com or logging an incident from within Control Panel.
- 2.4 Where the Service Desk identifies that a specific query relates to the use of an associated product rather than the Service, the Service Desk reserves the right to refer the Customer Administrator to the appropriate website that details relevant technical or training information.

3 NOTIFICATION OF INCIDENTS

- 3.1 On receipt of a notification of a fault with the Service or a request for assistance, an initial assessment shall be immediately undertaken by Cobweb, an incident reference provided,

and a severity level discussed and promptly agreed with the Customer. The Customer should retain a record of the incident reference which, in the event of a claim under the Service Level Guarantee, must be quoted as detailed below.

3.2 Cobweb shall provide the Customer with progress updates promptly upon:

- 3.2.1 the resolution of the incident;
- 3.2.2 any change of resolution target time, which can only occur with the written agreement of the Customer;
- 3.2.3 or as otherwise agreed for Severity 1 incidents;

3.3 Up to date information on all Severity 1 incidents will be available on the Service Status Page.

4 SEVERITY CODE AND RESPONSE TIMES

4.1 Cobweb shall acknowledge via email to the designated Customer Administrators the receipt of all calls or emails to the Service Desk and include a Case Reference Number. It is the responsibility of the Customer to keep up to date the contact details of the nominated Customers Administrators.

4.2 Target response times are as given below:

Severity code	Business impact	Target response time	Target resolution time
1	<ul style="list-style-type: none"> • An unplanned incident causing loss of service to multiple Users 	1 hour	2 hrs
2	<ul style="list-style-type: none"> • Individual User unable to work • Reduced functionality causing severe disruption to the completion of business critical tasks 	2 hours	4 hrs
3	<ul style="list-style-type: none"> • User experiencing a problem • Reduced functionality causing some disruption to the completion of business critical tasks 	4 hours	8 hrs
4	<ul style="list-style-type: none"> • Non-urgent query or request • Reduced functionality resulting in minimal impact to Users 	1 day	5 days
IMAC	<ul style="list-style-type: none"> • Chargeable service request for Installations, Moves, Additions and Changes 	2 days	As agreed with user

2.1 Severity levels shall be determined by the Customer, acting reasonably.

5 SERVICE AVAILABILITY & SERVICE LEVEL GUARANTEE

5.1 Cobweb shall use reasonable care and skill when providing Services but does not guarantee that the Services shall be continually available to the Customer. There may be occasions when Services are disrupted through an error or act of the Customer or another third party or, circumstances outside the reasonable control of Cobweb (“Service Disruption”). In the event of unavailability of Services to the Customer, other than in the case of Service Disruption, Cobweb shall reimburse the Customer (“Service Credit”) as follows:

Service Credit (% of monthly charge)	Service Availability
25%	99.0% to 99.5% inclusive
50%	95.0% to 98.9% inclusive
100%	Less than 95.0%

5.2 The service availability calculation excludes standard Exchange Server cluster failovers

5.3 Service level data is based on data collected over whole calendar months.

5.4 The Service Credit shall be the sole remedy to the Customer in respect of the unavailability of Services.

6 EXCLUSIONS TO THE SERVICE LEVEL GUARANTEE

6.1 Service Disruption may include, but not exclusively the following:

- 6.1.1 a Force Majeure event;
- 6.1.2 a suspension of the Services as agreed in writing between both parties.
- 6.1.3 a fault on the Customer network or own equipment configuration which is not due to the default or negligence of Cobweb or its subcontractors;
- 6.1.4 a fault that is a result of the Customer not complying with Cobweb’s security policies
- 6.1.5 a fault that is a result of terrorism or act of war
- 6.1.6 Cobweb waiting for information from the Customer which is necessary in order to perform the Services in accordance with the service levels;
- 6.1.7 Scheduled Maintenance or Emergency Maintenance;
- 6.1.8 faults or omissions of the Internet;

- 6.1.9 faults or omissions in equipment, wiring, cabling, software or other services which are not maintained by Cobweb or its subcontractors;
- 6.1.10 faults proven to be caused by a virus introduced negligently or otherwise by the Customer onto its equipment due to any or all of the following;
 - a) any Customer employee failing to abide by the Customer virus protection policy; or
 - b) Customers failure to introduce virus scanning in accordance with Cobweb's reasonable recommendation, and where such virus scanning is not unduly expensive or cannot be easily implemented into Customers IT environment; and
- 6.1.11 any material breach of this Agreement by Customer which impacts on the availability of the Service.

7 HOW TO CLAIM SERVICE CREDITS

7.1 The Customer may make claims under the Service Level Agreement by writing to Cobweb (including by email). Such notice should include the incident references provided by the Service Desk during the current SLA Report Period. Any claim must be made within 1 month of the end of the Billing Period in which the period of unavailability has been exceeded, and sent either:

by post to: Cobweb Solutions Limited, Delme 3, Delme Place, Cams Hall Estate, Fareham, Hampshire, PO16 8UX

by email to: support@cobweb.com

8 SCHEDULED MAINTENANCE

8.1 Cobweb shall use all reasonable endeavours to ensure that the Services are available 24 hours per day, 7 days a week, 365/366 days per year.

8.2 Scheduled Maintenance shall be required at regular intervals (and is excluded from Service Availability). Cobweb shall use reasonable endeavours to:

8.2.1 carry out Scheduled Maintenance at weekends and where that is not possible, then to carry out Scheduled Maintenance outside of the Core Hours of Service;

8.2.2 ensure that Scheduled Maintenance causes the minimum possible disruption to the Customers use of the Services; and

8.2.3 shall be completed as quickly as is reasonably practicable.

8.3 Scheduled Maintenance may include, but is not limited to, the following:

8.3.1 Server and network maintenance;

8.3.2 Software upgrades (Operating System and Application Software);

8.3.3 Hardware upgrades;

8.3.4 Bug fixes; and

8.3.5 Security fixes.

8.4 Customer Administrators shall be notified by Cobweb of Scheduled Maintenance by email at least forty eight (48) hours prior to each period of Scheduled Maintenance save when in the reasonable opinion of Cobweb Emergency Maintenance is required in which case, where the Customer shall be given the greatest possible advance notice by Cobweb. Without prejudice to the foregoing, the Customer acknowledges that Cobweb is obliged only to provide as much prior notice of any service-affecting maintenance as is reasonably practicable under the circumstances.

8.5 It is the responsibility of the Customer System Administrator to notify the appropriate Customer's users of Scheduled Maintenance periods of the Services.