

Livetodot Dedicated Servers

Service Level Agreement (SLA)

1 Summary

Livetodot dedicated servers services come with a service level agreement (SLA) outlining the level of service that we agree to provide to all customers. This SLA applies only to dedicated server services; other Livetodot products and services carry their own SLA. This specific SLA should be read in conjunction with the Service Order Form and service specific Terms and Conditions. If there is any discrepancy between this document and the website, this document shall prevail. Some terms in this document have special meanings as set out in the specific and general Terms and Conditions documents.

2 Security

Provider will provide a secure environment for the housing of dedicated server equipment while it is occupied by Customer (ie. Customer has control of the server hardware for their own use).

Provider will ensure the existence of CCTV recording, code secured doors, and key access doors between the computer server hosting facilities and main facility at all times.

3 Environment

Provider will provide an environment suitable for operating IT and supporting equipment with an availability of 99.8%. Environmental elements affecting the operation of computer equipment will be monitored and logged by Provider to ensure that service level is maintained.

4 Power

Provider will provide a UPS protected power supply to Customer equipment with availability of 99.8%, excluding maintenance which will be notified to Customer in line with the Maintenance Notification policy set out below.

5 Connectivity

If specified as part of the Service Order provider will provide a blended Internet connection at the speed specified in the Service Order Form with uptime of 99.8%, excluding maintenance which will be notified to Customer in line with the Maintenance Notification policy set out below. This means:

- No network outage (an unscheduled period during which IP services are not useable due to capacity-constraints on the Livetodot network or a hardware failure in the Livetodot network).
- Packet loss (Latency in excess of 10 seconds) < 1%.
- Latency (the amount of time it takes for a packet of data to travel from one point to another) < 20ms.
- Jitter (the deviation from true periodicity of a presumed periodic signal) < 2ms.

Network services will be presented via a medium physically compatible with provided server hardware and software.

6 Monitoring

Provider will monitor the following elements of the Service provided 24 hours a day, 7 days a week:

- Power supply and supporting equipment.
- Core network.
- Customer network connection.
- Environment and supporting equipment.

Provider will maintain a response and escalation process for all monitored system's faults and failures.

7 Fault Reporting & Support Procedure

Fault reporting and support channels are as follows:

- **For minor faults not impacting service, general support, power cycle and access requests:** via email to support@livetodot.com or telephone on 0844 816 2222 during office hours (0830 - 1830 Monday to Friday).

- **For serious service-impacting faults:** directly via telephone during office hours (0830 - 1830 Monday to Friday) on 0844 816 2222 or via telephone on 0845 057 3780 at other times.

Provider should be notified as soon as faults in Provider managed services or Provider supplied hardware become apparent to Customer. Once faults have been reported Provider will follow procedure set out in part 11 "Support for Provider Services". Client must submit all requests for support via the appropriate channel as detailed above. Requests directed through "unofficial" channels may be deemed to be outside of the scope of this document.

8 Maintenance Notification

Provider will notify Customer via email of any planned maintenance which will have an impact the services listed in the Service Order Form in line with part 5 ("Outages, Scheduled Interruptions and Changes to Services") of the Dedicated Servers specific Terms and Conditions.

"At Risk" periods or those which *may* have an impact on services listed in the Service Order Form will, wherever possible, be notified to the Customer via email at least 12 hours in advance of the commencement of the maintenance.

9 Support for Provider Services

Where faults are identified in Provider managed services or Provider supplied hardware by Provider, or reported to Provider in line with the fault reporting procedure, Provider will assess the impact of the fault and assign a priority rating of 1 to 4. Thereafter Provider aims to address the issue inline with the following:

Priority	Definition	First Line Response	Target Resolution Time
1 - Urgent	<p>Critical service systems are unresponsive and functionality is unavailable.</p> <ul style="list-style-type: none"> • Supplied equipment unavailable / inaccessible. • Severe business losses such as revenue and reputation. • Severe business impact long term. • No workaround is immediately possible. 	30 minutes	Within 12 hours
2 - High	<p>A very important element of the service in unavailable or performing very poorly.</p> <ul style="list-style-type: none"> • Supplied equipment may be available but severely affected. • Business will be affected if services are not restored. • Some business impact long term. • Workarounds are possible. 	1 hour	Within 5 days
3 - Standard	<p>Performance may be poor for the majority of users, but operations can be completed.</p> <ul style="list-style-type: none"> • All services available but one or more performing poorly. • Minor or no business impact long term. 	1 business day	Within 14 days
4 - Low	<p>Minor issues with very little impact on service performance.</p> <ul style="list-style-type: none"> • Very minor performance issues. • No impact on business long term 	3 business days	Within 4 weeks

While Provider is committed to meeting the response and resolution times listed above, it does not include time for delays or situations outside of Provider's reasonable control including, but not limited to:

- lack of assistance from Customer;
- lack of assistance from upstream vendors;
- Force Majeure.

10 Support for Provider Supplied Hardware

Provider offers support for hardware supplied as part of the dedicated hosting service and as specified on the Service Order Form. Hardware support is limited to investigating and, if required, replacing defective parts and modifying settings in BIOS and Option ROM if requested by Customer. If Customer suspects or detects hardware errors then Provider should be notified via the usual support channels.

Provider offers a power cycle service for supplied hardware. Power cycles are available during working hours (0830 - 1830 Monday to Friday excluding public holidays) free of charge. Power cycles should be requested via the usual support channels.

Unless specified in the Service Order Form on a Customer-specific basis power cycles outside of working hours are charged at £60 (added to the next invoice) when requested at least 24 hours in advance. Emergency reboot requests with less than 24 hours notice outside of business hours are charged at £120.

Provider offers re-imaging service, ie. a full re-install of the Operating System installed on the supplied equipment as part of the setup process. Re-imaging is available during working hours (0830 - 1830 Monday to Friday excluding public holidays) free of charge. Re-imaging should be requested via the usual support channels.

Provider does not guarantee support outside of that outlined above (including, but not limited to, software, configuration or drivers). However Customer may request support not covered by this SLA and Provider will endeavour to provide support based on the following:

- Assign a named engineer to the issue.
- Engineer will act as remote hands and eyes for Customer to facilitate diagnostic and resolution, following instruction from Customer's own technical team.

Provider will apply a charge to Customer's account based on the remote hands rate specified on the Service Order Form.

11 Compensation

Compensation is offered for failures in relation to this SLA. For compensation arising from equipment reachability, the failure period over which compensation will be calculated is based on measurements by an independent monitoring authority. For other breaches of this SLA the period of failure is based on Provider's own measurements.

Compensation for reachability is calculated on total downtime in any given billing period and is based on the Service cost as stated on the Service Order Form:

- Downtime of less than 1 hour: the value of one day for every 10 minutes of downtime.
- Downtime between 1 hour and 12 hours: 50% of the Service cost stated on the Service Order Form.
- Downtime between 12 and 24 hours: 100% of the Service cost.
- Downtime greater than 24 hours: 150% of the Service cost.

Compensation for failures in relation to this SLA which do not result in reachability failures are to be negotiated between Provider and Customer.

In all cases compensation will not exceed 150% of the Customer's fee for the Service during the billing period in which the failure occurred and claims for compensation must be made by Customer within 30 days of the failure occurring.