

Standard Support Contract 1a

Service description

The service provides for the provisioning of the shared hosting products offered by Net Essence.

This Service Level Agreement (SLA) sets out the levels of technical support and service credits available in the event of Service unavailability.

1. 1 Technical Support hours

Monitoring of Network	24 hours a day, 365 days a year	
Technical support working hours	Monday to Friday	9.30am to 5.00 pm
	Saturday & Sunday	Emergency cover only
	Public holidays	Emergency cover only

1.2 Responsibilities of Net Essence

Net Essence will provide:

Guaranteed Service availability for each of the shared hosting products, as specified in the table below. The Service availability is defined as the uptime of the Net Essence managed server hardware and the network infrastructure provided between the Net Essence managed server hardware and the Internet exchange*.

Guaranteed Service availability	99.90%
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Response to an email notifying us of any Service problems as soon as possible and in any event within 24 hours.

24/7 System Support. Response procedures to system failures actioned within 20 minutes of failure notification during working hours and 60 minutes outside of working hours.

9am - 5.00pm, Monday - Friday (except Public Holidays) Telephone Support.

1.3 Responsibilities of the customer

It is the customer's responsibility to operate and manage any services allocated to them and to comply with Net Essence's Terms and Conditions, which is available to download from this site.

1.4 Calculating Service Credits

Service Credits are applicable should the Service become unavailable. The Total Outage Period shall be calculated in the following manner:

The Outage Incident Start time of a Service being unavailable shall be defined and measured from the time the fault is detected by us or is reported to our Support Desk and a support call ticket has been originated

The Outage Incident End time of the period of unavailability shall be deemed as the time at which the service can be demonstrated to be available by a PING command or that the support call ticket has been resolved.

The Total Outage Period shall be the period, or sum of multiple periods as applicable within any calendar (excluding any period of planned downtime) from the Outage Incident Start time to the Outage Incident End time, each as outlined above.

The Total Monthly Time Period is calculated by taking the 24 hours in each day and multiplying these by the

average number of days in each calendar month (365 days per year, divided by twelve months = 30.42 days per month).

If, during any given calendar month the Total Outage Time is greater than 0.1% of the Total Time Period of the calendar month, then the service shall be deemed to have been unavailable for an unacceptable period. The customer shall be provided a credit against future Service Subscription Fees, on presentation of a written claim within 30 (thirty) days of the first occurrence of the Outage, a sum equal to the amount of Service Subscription Fee pro-rated for the period of the Total Outage Time less the pro-rated sum for the first 0.1% of the given calendar month.

The provision of Service Credits is the sole compensation available to customers in the event the services are unavailable. This SLA is supplemental to Net Essence's standard terms and conditions, which apply to all services supplied

1. 5 Planned and emergency downtime

Net Essence reserves the right to close down customer systems with no notice should emergency maintenance become necessary.

For planned downtime, Net Essence will inform the customer by posting the relevant information on the Network status page on our web site: <http://cp.net-essence.co.uk>

It is not expected that these planned downtimes will exceed more than 8hrs/month and this planned downtime is excluded from any calculation of availability.

* Technical support other than described above, may be purchased separately as Advanced Support (on request) and is provided in line with the Standard Price List. In the event that any downtime is caused by customer intervention/ error and the customer approves the use of Advanced Support to remedy the error then the customer is liable for the relevant Advanced Support charges incurred in resolving the problem.