

# SERVICE LEVEL AGREEMENT

## 1. INTRODUCTION

- 1.1** This Service Level Agreement (SLA) sets out the Company's commitment to the Customer on the delivery of the Service for which the Customer has contracted with the Company.
- 1.2** If the Company does not meet the service levels, the Company will compensate the Customer in accordance with this SLA.
- 1.3** This SLA applies to the delivery of the Service to the Customer's Site.
- 1.4** The Company's responsibilities are the provision, maintenance and support of the services supplied by the Company including (where relevant) the continuing ownership and maintenance of Equipment.
- 1.5** Where Customer equipment is located in the Company's colocation accommodation, the Company will provide power supply to the Customer equipment. Otherwise, the Customer is responsible for providing accommodation space and power supply to the Equipment.
- 1.6** Where the Company's Equipment is located at a Customer Site; the Customer will provide power and accommodation for the Equipment.

## 2. SERVICE AVAILABILITY

- 2.1** The Company shall commit to 99.9% availability under this agreement for each individual service offered in the Service but not including the Equipment.
- 2.2** Availability is the percentage of the total time during which it is possible for the Customer to use the Service. This measurement is solely based upon the trouble tickets raised from faults reported by the Customer. Faults reported to the Customer by the Company before resolution will also be deemed to have been reported by the Customer if the Customer states at the time that the fault is affecting service.
- 2.3** Measurement of Service availability will be based upon trouble tickets and all outages will be contributory to the overall service availability calculation, subject to the conditions set out in Clause 2.5.
- 2.4** Service availability will be calculated on a rolling quarterly basis and is measured as follows:

Service availability =

$$\frac{(\text{Total Hours in Quarter}) - (\text{Total Unavailable Hours in Quarter})}{(\text{Total Hours in Quarter})} \times 100$$

where: Unavailable time commences when the Customer, in accordance with the Company's support process, reports a priority level 1 fault.

Unavailable time ends when the reported fault is cleared by the Company's support team.

**2.5** The Service will not be deemed to be unavailable for the purposes of Service availability calculation if the outage arises from or is otherwise caused by:

- 2.5.1** The Customer requesting any service supplier to test a service although no fault has been detected and/or reported;
- 2.5.2** The Service being modified or altered in any way at the Customer's request or by the Customer themselves;
- 2.5.3** Any outage due to planned maintenance of which the Customer has been given notice and which has not overrun beyond the time period agreed between the Customer and the Company. However, it may be necessary outside the Customer's normal business hours to undertake emergency, short-notice maintenance. The Company will give the Customer as much notice as is reasonably possible;
- 2.5.4** A failure or fault not attributable to the Service, e.g., attributable to Customer Equipment or the Customer's private network;
- 2.5.5** A failure or fault attributable to force majeure as defined at paragraph 18 of the general terms and conditions of the Agreement;
- 2.5.6** Failure of the Customer to give the Company access to the Equipment or any part of the Service upon being requested to do so by the Company for the purposes of rectifying or investigating any fault;
- 2.5.7** The Customer failing to operate the Service in accordance with the terms of this Agreement;
- 2.5.8** Failure by the Customer to comply with his obligations under the Agreement; or
- 2.5.9** Loss or variation of electrical power at the Customer's premises.

### 3. SERVICE CREDIT

- 3.1** If Service availability does not meet the specified levels then the Customer shall be entitled to a Service credit. Credits will be applied to the Customer's monthly invoices within three (3) months of the incident.
- 3.2** Service credits shall be calculated as a percentage of the average monthly service charge (after discounts) for the affected service.

<b>SERVICE AVAILABILITY</b>	<b>CREDIT</b>
Greater than or equal to 99.9%	0%
Greater than or equal to 99% but less than 99.9%	5%
Greater than or equal to 98% but less than 99%	10%
Less than 98%	15%

- 3.3** If the Company does not meet the specified target; the Customer can claim a credit. A Customer claim shall be in writing. Where the Company agrees with the claim the Company shall give the Customer a credit.
- 3.4** The maximum total amount of credit(s) that a Customer can receive in relation to any given month shall not exceed 15% of Service charges

for that month (after discounts).

**3.5** If Service availability is such that a credit is due to Customer under this Service Level Agreement for two consecutive months, then the Company shall offer to have a member of its network management team meet with the Customer to explain why and to describe the action plan to remedy the situation.

**3.6** If the Company does not agree with the Customer's claim then the matter shall be dealt with under the dispute procedures as defined in the general terms and conditions.

#### **4. FAULT REPORTING AND MANAGEMENT**

**4.1** All faults must be reported to the Company in accordance with Company support process which is available on the [IMS support webpage](#).

**4.2** The Company support team will keep the Customer updated. Once the fault has been cleared, the support team will contact the Customer to confirm that the Service has been satisfactorily restored. The fault will be closed on the electronic system and the record retained to provide customer statistics.

**4.3** The responsibility for the fault clearance shall always remain with the Company support team where the fault is that of the Company and/or the Company's supplier(s). The support team is responsible for the escalation process, which is driven by the priority level allocated to the fault. Priority is decided at the ticket assignment stage but may be modified during the fault progression should its impact increase or decrease.

<b>Priority Level</b>	<b>DESCRIPTION</b>
Priority Level 1	<ul style="list-style-type: none"> <li>• Total loss of Service</li> <li>• Service issue preventing ten (10) or more users in the Customer's environment from using the Service</li> </ul>
Priority Level 2	<ul style="list-style-type: none"> <li>• Degraded Service (the Service is degraded, but the Customer is still able to use it)</li> <li>• Service issue preventing less than ten (10) users in the Customer's environment from using the Service</li> </ul>
Priority Level 3	<ul style="list-style-type: none"> <li>• Non-Service affecting (e.g. change request, new works, etc.).</li> </ul>

**4.4** The Company operates a response / update / plan based system to align Customer expectations and inform support team performance measurement as summarized in the table below.

<b>Nature of Fault</b>	<b>Response Time</b>	<b>Update Frequency (prior to plan)</b>	<b>Plan Time</b>
Priority Level 1	30 Mins (24 x 7)	60 Mins (24 x 7)	8 Hours (24 x 7)
Priority Level 2	4 Hours (Business Hours)	4 Hours (Business Hours)	16 Hours (Business Hours)
Priority Level 3	8 Hours (Business Hours)	N/A	N/A

**4.5** A fault escalation process may be invoked by the Customer in the event that the Customer is dissatisfied with how a fault is being handled. In such an event the Customer may contact the Company's support manager by e-mail at [supportmanager@imsconnect.com](mailto:supportmanager@imsconnect.com) or by phone at +353 61571555.