

## **SLA**

Any capitalised term not defined in this SLA shall have the meaning given to it in the Professional Services Agreement.

### **A. Hosting Services Description**

The Hosting Services will be available in line with the provisions of this SLA. Normal service requests will be undertaken by C2M staff during Business Hours.

The basic elements of the Hosting Services are:

#### **1. Hosted Exchange email and Hosted Desktop services**

C2M will provide the Customer with a "Business" level hosted Exchange and hosted desktop service within the C2M hosted environment. This service will be provisioned and maintained in accordance with the SLA.

#### **2. Managed Server**

C2M Managed Server Services provide management of the Server hardware and associated Operating System layer for either a physical or virtual Server provided by the C2M.

#### **3. Server Engineer**

C2M will provide a remote Server Engineer during Business Hours. In addition to this a remote Server Engineer may conduct maintenance operations on the Customer's Managed Server in line with any Scheduled Maintenance, Un-scheduled Maintenance or Emergency Maintenance as deemed necessary by the C2M Helpdesk. This role will encompass the general day to day IT support for Customer Administrators, maintenance of the server, including backups, anti-virus updates, maintenance of printers and administration of the C2M network and infrastructure.

Once a problem or task has been referred to the Server Engineer he will diagnose the fault and take steps to resolve it. He will liaise with, report to and (where necessary) take instructions from the Customer Administrator on a day to day basis until resolution in accordance with the SLA.

#### **4. IT Management**

C2M will ensure the effective operation of the Hosting Services by liaison with the Server Engineer and Customer Administrator. In addition C2M will provide input to cater for the proactive development and implementation of the Customer's cloud based IT systems, providing technical advice to the Customer Administrator and general IT strategy advice within the company.

#### **5. Helpdesk**

The Customer Administrators will have access to the online C2M Helpdesk ticketing service to co-ordinate the support resources and manage the helpdesk cover on a day to day basis, providing telephone assistance if required. This also provides remote assistance and escalation to engineers for urgent problem resolution.

The Helpdesk is open from 8.30am to 6.00pm Monday to Friday excluding public holidays in the UK.

Details on assigning priorities and escalating support issues are set out below in the SLA.

Fees will be charged pursuant to Part 2 Table 2 of the Order Form for callouts, local environment remedies and other items out of scope or not within C2M's infrastructure.

Helpdesk assistance to the Customer's local environment will be provided remotely only if requested and agreed in Table 1 of the Order Form.

#### **6. Project Work**

The Hosting Services exclude project work (meaning the implementation of changes to the System). Any project work required will be separately quoted and supplied.

## **B. Service Levels**

### **1. Definitions**

<b>“Billing Period”</b>	means one calendar month starting from the Effective Date;
<b>“Customer Administrators”</b>	means up to 2 nominated individuals per Customer who may contact the Helpdesk;
<b>“Downtime”</b>	means a period commencing upon C2M verifying that an incident the Customer has reported to C2M in writing has occurred and rendered the Services totally unusable by or in respect of a Customer and ending when C2M notifies the Customer that the incident has been cleared. Scheduled Maintenance, Un-scheduled Maintenance, Emergency Maintenance and Service Disruption are not included in the calculation of Downtime;
<b>“Emergency Maintenance”</b>	means maintenance tasks which in the reasonable opinion of C2M need to be performed sooner than the Scheduled or Un-scheduled Maintenance;
<b>“Helpdesk Ticket Portal”</b>	means the online system for raising new support incident tickets;
<b>“Helpdesk”</b>	means the team of support staff and engineers from C2M who shall provide support services;
<b>“Priority Code”</b>	means the classification for all incidents raised with the Helpdesk as defined below in clause 4.2;
<b>“Operating System”</b>	a software system designed to run directly on physical or virtual hardware which manages the hardware state and allows running of additional application software;
<b>“Scheduled Maintenance”</b>	means technical administration tasks which need to be performed to ensure the on-going security, stability, reliability and continuity of Services offered;
<b>“Service Credit”</b>	means re-imburement of service fees in part or full for an interruption in Services which was not due to Scheduled Maintenance, Un-scheduled Maintenance, Emergency Maintenance or Service Disruption;
<b>“Service Disruption”</b>	means occasions when Services are disrupted through an error or act of the Customer or another third party, or circumstances outside the reasonable control of C2M or as defined in clause 6.1 below;
<b>“Service Level”</b>	means an agreed scope for incident response time, incident update interval and target resolution time by C2M for an incident reported by the Customer;
<b>“SLA Report Period”</b>	means a full calendar month commencing on the 1 <sup>st</sup> of each month;
<b>“Un-scheduled Maintenance”</b>	means non-routine technical administration tasks which need to be performed to ensure the on-going security, stability, reliability and continuity of Services offered. C2M will give the Customer a minimum of 24 hours written notice of any required Un-scheduled Maintenance;
<b>“Virtual Server”</b>	means a virtualised server environment running a Guest Operating System including the data files which define the Virtual Machine and those which contain the Virtual Machine’s associated virtual disk drives and their data.

### **2. Helpdesk**

- 2.1.** The Helpdesk provides a single point of contact for Customers and is available for the purpose of reporting incidents and the handling of enquiries from the Customer Administrators or other personnel as expressly authorised by the Customer and notified to C2M. All support and assistance is provided in English only.
- 2.2.** During Business Hours all Priority Code incidents will be responded to.
- 2.3.** During Out of Hours, only Priority 1 incidents will be responded to. These Priority 1 incidents must be logged via the Helpdesk Ticket Portal and then followed up by a telephone call to 01737 304210. Incidents that fall under the category of Priority 2 or below should be logged via

the Helpdesk Portal as normal, but the response and resolution times shall not commence until the next period of Business Hours.

- 2.4. Where the Helpdesk identifies that a specific query or incident relates to a product or service outside a C2M service, a clear demarcation will be communicated and the Helpdesk reserves the right to refer the Customer to the appropriate third party supplier for support and resolution.

### 3. Notification of Incidents

- 3.1. **All** incidents and queries must be logged in the Helpdesk Ticket Portal prior to C2M Helpdesk engaging in assistance.
- 3.2. On receipt of notification of a request for assistance, an incident or a fault with the Services, an initial assessment shall be undertaken by the Helpdesk. An incident reference will be provided and a Priority Level assigned and 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, in clause 7.

### 4. Service Restoration & Incident Response

- 4.1. The Helpdesk shall acknowledge via email to the designated Customer Administrators the receipt of the ticket to the Helpdesk and include a case reference number.
- 4.2. C2M shall comply with the following Service Levels in relation to the corresponding Priority Code:

Priority Code	Business Impact	Target Response Time	Incident Update	Target Resolution Time
P1	An unplanned incident causing total loss of service to all users.	1 hr	Update every hour	4 hrs
P2	Individual user experiencing loss of service. Reduced functionality causing severe disruption to the completion of business critical tasks.	2 hrs	Update every 4 hours	8 hrs Escalate to P1 if not resolved within 8 hrs
P3	User experiencing a problem. Reduced functionality causing some disruption to the completion of business critical tasks.	4 hrs	Last Business Day of each week	5 days Escalate to P2 if not resolved within 5 Business Days
P4	Non-Urgent query or request. Reduced functionality resulting in minimal impact to users. Service request for installation, upgrade, move addition, amendment or change.	24 hrs	Resolution success or failure notification only	5 days Escalate to P3 if not resolved within 5 Business Days
P5	Non- Standard requests.	48 hrs	N/A	Escalate to P3 if not resolved within 10 Business Days

- 4.3. Priority Codes are initially proposed by the Customer using the above as a guide. C2M reserve the right to re-prioritise tasks if not aligned with the Service Levels shown in clause 4.2.

### 5. Service Availability & Service Level Guarantee

- 5.1. C2M has an Availability Target of 99.9%.
- 5.2. C2M shall use reasonable care and competency when providing Services but does not guarantee that the Services shall be continually available to the Customer. In the event of unavailability of Services to the Customer, other than in the case of Scheduled Maintenance,

Un-scheduled Maintenance, Emergency Maintenance or Service Disruption, C2M shall reimburse the Customer with Service Credits as follows:

Service Credit (% of monthly charge)	Service Availability
10%	99.5% to 99.9%
25%	99.0% to 99.4% inclusive
50%	95.0% to 98.9% inclusive
100%	Less than 95.0%

**5.3.** Service Level data is based on data collected in a single SLA Report Period by the monitoring services used by C2M. The decision on whether or not a Service Credit is due and payable shall be determined solely by C2M on the basis of the monitoring report for the SLA Report Period.

**5.4.** We calculate Service Availability as follows:  
Service Availability % =  $(H - zh) / H \times 100$

Where: H = the total number of hours in that calendar month

zh = the number of complete hours during that calendar month when the Services in respect of a particular Customer is experiencing a period of Downtime.

For example:

If a Customer experiences 1.5 hours of Downtime in January in any particular year, the Service Availability would be calculated as follows:

Service Availability % =  $(744 - 1) / 744 \times 100 = 99.86559\%$

**5.5.** The Service Credit shall be the sole and exclusive remedy available to the Customer from C2M in respect of the unavailability of Services.

## **6. Exclusions to the Service Level Guarantee**

**6.1.** Service Disruption may include but is not exclusively limited to the following:

- 6.1.1.** a Force Majeure event;
- 6.1.2.** a suspension of the Services in accordance with the terms of the Agreement;
- 6.1.3.** a fault on the Customer's network or own equipment configuration which is not to the default or negligence of C2M or its subcontractors;
- 6.1.4.** a fault that is a result of the Customer not complying with C2M security policies or following the advice of the C2M Helpdesk;
- 6.1.5.** C2M awaiting information from the Customer or their supplier which is necessary in order to provide the Services in accordance with the Service Levels;
- 6.1.6.** Scheduled, Un-scheduled or Emergency Maintenance as required in accordance with this SLA;
- 6.1.7.** faults or omissions of the Internet, not caused by an act or omission of the Customer;
- 6.1.8.** faults or emissions in equipment, wiring, cabling software or other services which are not maintained by C2M or its subcontractors;
- 6.1.9.** faults caused by a Computer Virus, Trojan, worm or other malware introduced negligently or otherwise by the Customer onto equipment due to any or all of the following:
  - a)** any Customer employee failing to abide by the Customer anti-virus policy;
  - b)** the Customer's failure to introduce virus scanning in accordance with C2M's reasonable recommendation and where such virus scanning is not unduly expensive or cannot be easily implemented into Customer's IT environment;
  - c)** any Customer employee or customer third party operating with C2M hosted services;
- 6.1.10.** any DNS issues not within the direct control of C2M i.e. a fault on the Customer's network or own equipment configuration;
- 6.1.11.** any material breach of this Agreement by the Customer which impacts on the availability of the Services;

- 6.1.12.** a recognised fault originating from Microsoft, Dell, SonicWALL, Hewlett Packard, Netgear, Duo Security or ProofPoint security.
- 6.2.** Where a third party supplier referral occurs (as per clause 2.4) and a third party service remains offline or unresolved within or outside of the Services, the Customer may not claim for Service Credits from C2M under the Service Level Guarantee. The C2M Helpdesk will make best endeavours to assist a third party supplier towards resolution of their product without compromise to the security or continuity of the Services.
- 6.3.** Customers with Microsoft based hosted services may be automatically placed into the scheduled weekly maintenance window which runs every Sunday morning between the hours of 00:00 – 04:00 where the Customer's server receives updates, a restart and subject to other service disruptions, during this maintenance period. If the Customer wishes to opt out of this process, they must request this with C2M.
- 6.4.** Notwithstanding clause 6.3 above, C2M reserves the right to conduct weekly maintenance which operates within the hours of 00:00 – 04:00. During this time, any of Customer's services with C2M may become unreachable. Apart from being unable to connect to your services, the integrity of Customer services will be unaffected. Examples of such maintenance may include but are not limited to network and server hardware upgrades.

## **7. How to claim service credits**

- 7.1.** The Customer may make claims under the Service Level Guarantee by writing to C2M (including by email). Such notice should include the incident reference provided by the Helpdesk during the SLA Report Period for which they are claiming. Any claim must be made within **one** month of the end of the Billing Period in which the period of unavailability has been exceeded and sent either:
- by post to: Cloud2Me Limited, Old Post, 19 High St, Nutfield, Redhill, Surrey RH1 4HH
- by email to: [support@cloud2me.co.uk](mailto:support@cloud2me.co.uk)

## **8. Maintenance**

- 8.1.** C2M shall use all reasonable endeavours to ensure that the Services are available 24 hours per day, 7 days per week, 365 days per year excluding Scheduled Maintenance, Un-scheduled Maintenance, Emergency Maintenance or Service Disruption.
- 8.2.** Scheduled Maintenance shall be required at regular intervals (and is excluded from Service Availability). C2M shall use reasonable endeavours to:
- 8.2.1.** carry out Scheduled Maintenance outside of Business Hours and where possible either at the weekend or late in the evening;
- 8.2.2.** ensure that Scheduled Maintenance causes the minimum disruption to the Customer's use of the Services;
- 8.2.3.** shall be completed as quickly as is reasonably practical; and
- 8.2.4.** carry out Scheduled Maintenance in a regular weekly maintenance window.
- 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.** operating system updates and patches.
- 8.4.** Occasionally Un-scheduled Maintenance may be required (and is excluded from Service Availability). C2M shall use reasonable endeavours to:
- 8.4.1.** give the Customer at least 24 hours written notice of necessary Un-scheduled Maintenance which is required outside of the normal agreed weekly maintenance window;
- 8.4.2.** carry out Un-scheduled Maintenance outside of Business Hours and where possible either at the weekend or late in the evening;
- 8.4.3.** ensure that Un-scheduled Maintenance causes minimum disruption to the Customer's use of Services;
- 8.4.4.** shall be completed as quickly as is reasonably practical.
- 8.5.** Un-scheduled Maintenance may include, but is not limited to, the following:
- 8.5.1.** items set out in clause 8.3 above, but with a requirement before the next agreed maintenance window;
- 8.5.2.** service requests made by the Customer.

- 8.6. When C2M is of the reasonable opinion that Emergency Maintenance is required the Customer shall be given the greatest possible advance notice by C2M. Without prejudice to the foregoing, the Customer acknowledges that C2M is obliged only to provide as much prior notice of any Service-affecting Maintenance as is reasonably practical under the circumstances.
- 8.7. It is the responsibility of the Customer Administrator to notify the appropriate Customer users of any maintenance conducted by C2M.
- 8.8. As set out in clause 6.3 above, Customers with Microsoft based hosted services may be automatically placed into the scheduled weekly maintenance window which runs every Sunday morning between the hours of 00:00 – 04:00. During this time the Customer server will be subject to maintenance and restarted. The Customer should refrain from using their service during this period and if they do access their services, note that C2M cannot be held responsible for any data loss or corruption.
- 8.9. Notwithstanding clause 8.8 above, C2M reserves the right to conduct weekly maintenance which operates within the hours of 00:00 – 04:00. During this time, any of Customer's services with C2M may become unreachable. Apart from being unable to connect to your services, the integrity of Customer services will be unaffected. Examples of such maintenance may include but are not limited to network and server hardware upgrades.

## **9. Backup & Recovery**

- 9.1. The Customer acknowledges that the Services are backed up for the purposes of data recovery, where such recovery is required from a failure of one or more Service components.
- 9.2. Standard nightly backup consists of:
  - 9.2.1. full image based backup which backs up both Customer Data and server operating system storage at Customer local data centre, stored on hard disk storage. This backup set is retained for 30 days on a rolling cycle;
  - 9.2.2. full replication of backup image from Customer local data centre to C2M's replication data centre, stored on hard disk storage. This backup set is retained for 30 days on a rolling cycle.
- 9.3. Standard monthly backup consists of a monthly full image based backup which backs up both Customer Data and server operating system storage on to LTO tape media. This is conducted at C2M's replication data centre. This backup set is retained for 12 months.
- 9.4. All backup data will be retained after termination of the Agreement for a period of 12 months unless the Customer specifically requests that the data be deleted sooner. However, as tape backups are conducted monthly, such backups will be retained for 12 months on a rolling cycle.
- 9.5. Recovery options from backup data consist of:
  - 9.5.1. individual files or folders from all items included in clause 9.2;
  - 9.5.2. entire server operating system including all files and folders from all items included in clause 9.2;
  - 9.5.3. backup data recoveries spanning back 30 days in time are free and unlimited. Backup recoveries from tape media are chargeable at £250 per recovery.
- 9.6. RPO (Recovery Point Objective) in either a complete server hardware failure or data centre failure will be no further back in time than the previous successful nightly backup and backup replication to the replication data centre.
- 9.7. RTO (Recovery Time Objective) in either a complete server hardware failure or Customer local data centre failure:
  - 9.7.1. with the recovery being conducted at Customer local data centre, recovery will be within 24 hours from initial failure;
  - 9.7.2. with the recovery being conducted at Customer replication/alternative data centre, recovery will be within 48 hours from initial failure.
- 9.8. Backup data is tested every 30 days to ensure recoverability and data integrity.
- 9.9. All hardware intended to be used as 'failover' hardware i.e. servers, firewalls, switches etc. are tested every 30 days.

## **10. Customer Obligations**

The Customer has the following obligations under this SLA:

- 10.1. To provide access to a computer system capable of running the TCP/IP network protocol and an Internet web browser and uses a web browser that supports JavaScript;
- 10.2. To provide all suitable hardware and software and telecommunications equipment required for accessing the Services;

- 10.3. responsibility for the network connection between the Data Centre and the Customer's premises connection to a telecommunications network;
- 10.4. To inform C2M without delay of any problems with the Services;
- 10.5. To purchase upgrades for its own software, if necessary, for the error free operation of its own software with the Services;
- 10.6. To check its systems for the most commonly known worms and Computer Viruses;
- 10.7. To ensure that Customer systems accessing the Services are free from Computer Viruses.

## **11. Limitation of Liability**

C2M shall not be liable for, and shall have no obligation to fix, any errors, incidents, problems or bugs or any lack of availability of the Services caused by the following:

- 11.1. Any breach of the Customer's obligations set out in clause 10 above;
- 11.2. Use of the Services on a system not supported by C2M or specifically agreed in writing in this Agreement;
- 11.3. Unavailability of telecommunications outside of the Data Centre;
- 11.4. Any lack of connectivity caused by a third party;
- 11.5. Any bugs or defects in any third party software that interacts with the Customer's Data once it leaves the Data Centre;
- 11.6. Any denial of service attacks, network floods and hacking;
- 11.7. interconnection of the Services with other software products not supplied by C2M except as expressly agreed in writing in the Agreement;
- 11.8. Any DNS issues not within the direct control of C2M i.e. a fault on the Customer's network or own equipment configuration;
- 11.9. Problems or errors that occur while C2M is waiting for the Customer to provide information to enable it to rectify a fault or restore services;
- 11.10. Faults caused by the Customer's management or connection to the Services;
- 11.11. Force Majeure.

## **12. Hosted Exchange Email Services**

The following terms apply in addition to hosted exchange email:

### **12.1. Viruses and Spam Filters**

- 12.1.1. The Services include a virus scanning engine, which C2M will provide in accordance with good industry practice. However, the Customer should understand that viruses and other malicious code are deliberately designed in ways intended to circumvent virus scanners and that new viruses are being developed all the time which may be received by the Customer prior to being identified by the security industry. In common with other suppliers of anti-virus service C2M cannot therefore provide any guarantees that all viruses and malicious code will be identified and blocked by the scanner and therefore that the Services and emails received will be free from viruses and other harmful content.
- 12.1.2. The Customer must ensure that any device connected to the Services is protected by on-device anti-virus and anti-malware software and that all important data is backed up on a regular basis.
- 12.1.3. The Services also includes a spam filter, which C2M will provide in accordance with good industry practice. The Customer should be aware that senders of spam email deliberately design such emails to circumvent spam filters, and emails that may be considered to be spam by some users may not be considered to be spam by other users. In common with other providers of anti-spam facilities C2M cannot therefore provide any guarantees that all spam will be successfully blocked.
- 12.1.4. In light of the above, C2M may need to delete emails and/or attachments. On occasion C2M may delete "false positives", meaning that emails the Customer would consider to be legitimate are deleted. The Customer accepts that this is a risk inherent in this type of service.
- 12.1.5. Given the risks explained in this clause 12.1 C2M cannot accept liability for any damage caused to the Customer's (or, if the Customer is a reseller, its customer's) computer systems, network, business or reputation as a result of an undetected virus or spam email.

### **12.2. Outgoing Email**

- 12.2.1. C2M reserves the right to scan outgoing email to identify emails sent via its servers which contravene the Online Conduct Policy, including spam emails, emails that include

viruses or other malicious code, emails that are sent from compromised devices on your / the Customer's network and emails sent in excessive volume or in an otherwise unusual or unexpected manner.

**12.2.2.** If C2M scanning software identifies an email as likely to breach the Online Conduct Policy or to increase the potential of C2M servers being blacklisted or subjected to restrictions or enhanced monitoring by third party mail servers then C2M may refuse to transmit that email, such that it will not be received by the intended recipient. As scanning is conducted by an automated process there may occasionally be "false positives" identified, resulting in emails that the Customer may consider legitimate being blocked. The Customer accepts that this is a necessary risk to protect our servers and the end users of our servers as a whole.

**12.2.3.** Nothing in these this clause 12.2 imposes any obligation C2M to scan outgoing emails, and the Customer retains full responsibility for ensuring that all outgoing emails comply with the Online Conduct Policy. C2M reserves its rights arising out of any breach of the Online Conduct Policy, whether or not the email is blocked by our scanners. C2M accepts no liability arising as a result of any email which fails to reach its intended recipient as a result of being blocked as described in this clause 12.2.

### **12.3. Usage Restrictions**

**12.3.1.** Once the Service is activated, the Customer must keep usage under review and not at any time exceed the chosen storage capacity. If the Customer needs additional capacity, the Customer can upgrade the selected storage capacity by contacting C2M.

**12.3.2.** C2M may, but is not required to, impose controls to prevent the usage limits being exceeded. If the usage limits are exceeded the Customer may not be able to use the Services and/or data which has been uploaded may be deleted. C2M will not be responsible for any losses the Customer or your customers may suffer as a result of being unable to store or recover data as a result of usage limits being exceeded.

**12.3.3.** Compliance with usage restrictions is calculated separately for each Customer.