

SERVICE LEVEL AGREEMENT

1. DEFINITIONS

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| “Billing Period” | Quarterly, unless otherwise agreed commencing from the Commencement Date; |
| “Customer Administrators” | Up to two nominated individuals per Customer who may contact the Support Desk (unless otherwise agreed in writing); |
| “Core Hours of Service” | Monday to Friday 09:00 – 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 Accelerator 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 can be logged by email (support@accelerator.uk.com) or by telephone. All other Severity code incidents will be responded to during the next period of core hours; |
| “Scheduled Maintenance” | Tasks which need to be performed for the on going security, stability and reliability of the Services as defined in Paragraph 10 below; |
| “Service Credit Period” | The time-frames defined in each Service Description used for calculating Service Credits; |
| “Support Desk” | The team of support staff from Accelerator, who shall provide support services through the following means, with the recommended means being Email: By Email: support@accelerator.uk.com By Telephone: 0800 011 4747 (Option 2) |
| “Service Status Page” | The online information portal available at http://www.accelerator.uk.com which provides updates on all Severity 1 incidents; |
| “Severity Code” | The classification system for all incidents raised with the Support Desk as fully defined in Paragraph 5 below; |
| “SLA Report Period” | A full calendar month starting on the 1st of each month |

2. SUPPORT DESK

- 2.1. The Support 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 Accelerator.
- 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 0800 011 4747. 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@accelerator.uk.com
- 2.4. Where the Support Desk identifies that a specific query relates to the use of an associated product rather than the Service, the Support Desk reserves the right to refer the Customer Administrator to the appropriate website that details relevant technical or training information.

3. REPORTING

- 3.1. Upon request, and in line with the commencement of each SLA Report Period, the Service Desk shall provide the Customer with a report detailing:
 - 3.1.1. service availability;
 - 3.1.2. incidents reported;
 - 3.1.3. severity category of incidents;
 - 3.1.4. incidents resolved; and
 - 3.1.5. resolution performance by severity.
- 3.2. Where requested by the Customer, and from time to time, Accelerator shall provide the Customer with:
 - 3.2.1. additional detail regarding compliance with Service Levels; and
 - 3.2.2. such additional reports as may be reasonably requested.
- 3.3. Through the control panels, Accelerator shall provide the Customer with reports detailing the level of usage of the system and the service storage used versus the service storage contracted for.

4. NOTIFICATION OF INCIDENTS

- 4.1. On receipt of a notification of a fault with the Service or a request for assistance, an initial assessment shall be immediately undertaken by Accelerator, 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.
- 4.2. Accelerator shall provide the Customer with progress updates promptly upon:
 - 4.2.1. resolution of the incident;
 - 4.2.2. any change of resolution target time, which can only occur with the written agreement of the Customer;
 - 4.2.3. or as otherwise agreed for Severity 1 incidents;
- 4.3. Up to date information on all Severity 1 incidents will be available on the Service Status Page on our website.

5. SERVICE RESTORATION

- 5.1. Accelerator shall acknowledge via email to the designated Customer Administrators the receipt of all calls or emails.
- 5.2. Accelerator shall comply with the following Service Levels in relation to the corresponding Severity Level:

| 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 • Designated Priority User unable to work | 1 hr | 4 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 hrs | 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 hrs | 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 |
| | <ul style="list-style-type: none"> • Consultancy | 2 days | As agreed with User |

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

6. SERVICE AVAILABILITY & SERVICE LEVEL GUARANTEE (This does not apply to connectivity ADSL,SADSL,SDSL, EFM, Leased Lines, Shared, Web Hosting and Domain Names)

6.1

| Service Credit(% of monthly charge) | Service Availability |
|-------------------------------------|--------------------------|
| 5% | 99.9% to 97.5% inclusive |
| 10% | 97.4% to 95.0% inclusive |
| 20% | Less than 95.0% |

We will credit your account 5% of the monthly fee for each 30 minutes of network downtime, up to 100% of your monthly fee for the affected server. If our service drops below 90% in any given month then we shall be entitled to 20 working days to remedy any issues, including replacing hardware or changing back end hosted servers, if this has not been rectified within this time scale then the customer shall be freed of its contact commitment and may move to a new provider.

7. EXCLUSIONS TO THE SERVICE LEVEL GUARANTEE

- 7.1. Service Disruption may include, but not exclusively the following:
 - 7.1.1. a Force Majeure event;
 - 7.1.2. a suspension of the Service in accordance with the Contract;
 - 7.1.3. a fault on the Customer network or own equipment configuration which is not due to the Default or negligence of Accelerator or its subcontractors;

- 7.1.4. a fault that is a result of the Customer not complying with Accelerator's security policies
- 7.1.5. a fault that is a result of terrorism or act of war
- 7.1.6. Accelerator waiting for information from the Customer which is necessary in order to perform the Services in accordance with the Service Levels;
- 7.1.7. Scheduled or Emergency Maintenance as required in accordance with this Agreement;
- 7.1.8. faults or omissions of the Internet;
- 7.1.9. faults or omissions in equipment, wiring, cabling, software or other services which are not maintained by Accelerator or its subcontractors;
- 7.1.10. 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 Accelerator's reasonable recommendation, and where such Virus scanning is not unduly expensive or cannot be easily implemented into Customers IT environment; and
- 7.1.11. any material breach of this Agreement by Customer which impacts on the availability of the Service.
- 7.1.12 Support for non-hosted solutions products. Due to the nature that there is thousands of bespoke and legacy applications within the market place written all the time our support team cannot be aware of every single product currently out there. We will always be proactive and trouble shoot and fix these solutions as soon possible, but we cannot provide a guaranteed fix time in an SLA. This is because legacy software and hardware may not be easily obtainable from suppliers, incumbent IT support companies or as a manufacturer may have gone into administration; or not be available to provide technical support.

So for telephony, remote dial-in and onsite support of non-hosted solutions that are not supplied by Accelerator, then our support can only be on a best endeavours basis.

8. HOW TO CLAIM SERVICE CREDITS

- 8.1. The Customer may make claims under the Service Level Guarantee by writing to Accelerator (including by email). Such notice should include the incident references provided by the Support 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 no credits will be paid if claim made out of this period, and sent either:
 - by post to: Accelerator Limited, Studio at 46, The Brooks Shopping Centre, Winchester, Hants, SO23 8QY
 - by email to: support@accelerator.uk.com

9. SCHEDULED MAINTENANCE

- 9.1. Accelerator shall use all reasonable endeavours to ensure that the Services are available 24 hours per day. 365/366 days per year.
- 9.2. Scheduled Maintenance shall be required at regular intervals (and is excluded from Service Availability). Accelerator shall use reasonable endeavours to:
 - 9.2.1. carry out scheduled maintenance at weekends, between 6:00pm - 8:00am and where that is not possible, then to carry out maintenance outside of Core Hours of Service;
 - 9.2.2. ensure that scheduled maintenance causes the minimum possible disruption to the Customers use of the Services; and
 - 9.2.3. shall be completed as quickly as is reasonably practicable.
- 9.3. Scheduled Maintenance may include, but is not limited to, the following:
 - 9.3.1. Server and network maintenance;
 - 9.3.2. Software upgrades (Operating System and Application Software);
 - 9.3.3. Hardware upgrades;
 - 9.3.4. Bug fixes; and
 - 9.3.5. Security fixes.
- 9.4. Customer Administrators shall be notified by Accelerator of Scheduled Maintenance by email at least twenty four (24) hours prior to each period of Scheduled Maintenance save when in the reasonable opinion of Accelerators Emergency Maintenance is required in which case, where the Customer shall be given the greatest possible advance notice by Accelerator. Without prejudice to the foregoing, the Customer acknowledges that Accelerator is obliged only to provide as much prior notice of any Service-affecting maintenance as is reasonably practicable under the circumstances.
- 9.5. It is the responsibility of the Customer System Administrator to notify the appropriate Customer users of Scheduled Maintenance periods of the Services.

10. BACK UP & RECOVERY

- 10.1. 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.

11. DISASTER RECOVERY & BUSINESS CONTINUITY

- 11.1 Our services work with advanced monitoring tools that examine all aspects of our environments, 24x7x365. Intelligent systems built into the system keep the services working and flowing, so that, should a component of the environment behave abnormally, automatic failover occurs in the background and users are never impacted. Note: we work hard to meet our SLA's and make sure that the failover happen in the correct manor with our mirrored systems often with services in dual data centres, but we cannot guarantee as there are so many moving parts although we implement regular testing into our plans. Simultaneously the Engineering Team is immediately notified of the incident so they can identify the cause and fix at the early possible time.

Unfortunately we do not have stats regarding the throughput time of the system.

- 11.2 In the unlikely event of a disaster or fire in our support office our services work from any broadband connection so employees can work remotely at other sites and calls are routed to mobile phones. We always make sure an employee is available to take your support calls with multiple hunt groups but as a last resort an answer phone service is made available and the voice mail is sent to the support mail box where we aim to return your call within sixty minutes.