

## Service Level Agreement

### 1. Definitions

- 1.1 "Accelerator" ("us", "we" or "our" including successors and permitted assigns) means Accelerator Ltd, our registered address is Accelerator Ltd, Suite A First Floor Solent Centre, 3700 Parkway Whiteley PO15 7AW.
- 1.2 "Customer" ("your" or "you" including successors and permitted assigns) means the named person, or persons, in each Order Form.
- 1.3 "Customer Administrators" means up to two nominated individuals per Customer who may contact the Service Desk (unless otherwise agreed in writing);
- 1.3 "Services" ("Service") means the Services specified in each Order Form with, and the receipt of those Services by, the Customer specified in each such Order Form.
- 1.2 "Billing Period" means quarterly, unless otherwise agreed commencing from the Commencement Date;
- 1.4 "Core Hours of Service" means Monday to Friday 08:30 – 18:00 UK (GMT) local time (excluding UK Public Holidays). All severity code incidents will be responded to;
- 1.5 "Non-Core Hours of Service" means All hours outside of Core Hours of Service. Severity 1 incidents only will be responded to. These can be logged by email ([ServiceDesk@accelerator.uk.com](mailto:ServiceDesk@accelerator.uk.com)) or by telephone (0207 993 1300). All other Severity Code incidents will be responded to during the next period of core hours;
- 1.6 "Scheduled Maintenance" means tasks which need to be performed for the ongoing security, stability and reliability of the Services as defined in Section 9;
- 1.7 "Emergency Maintenance" means Scheduled Maintenance tasks which in the reasonable opinion of Accelerator need to be performed sooner than the normal 48-hour notice period would allow;
- 1.8 "Service Credit Period" means the time-frames defined in each Service Description used for calculating Service Credits;
- 1.9 "Service Desk" means the team of Support staff from Accelerator, who shall provide Support Services through the following means, by email ([ServiceDesk@accelerator.uk.com](mailto:ServiceDesk@accelerator.uk.com)) or by telephone (0207 993 1300 – option 1), the recommended means being via email;
- 1.10 "Severity Code" means the classification system for all incidents raised with the Service Desk as defined in Section 5;
- 1.11 "SLA Period" means Service Level Agreement Periods that is a full calendar month starting on the first (1<sup>st</sup>) of each month.

### 2. Service Desk

- 2.1 The Service 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 0207 993 1300 – option 1. 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 [ServiceDesk@accelerator.uk.com](mailto:ServiceDesk@accelerator.uk.com).
- 2.4 Where the Service Desk identifies that a specific query relates to the use of an associated product rather than the Service, the Service 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 by the Customer the Service Desk shall provide the Customer with a report detailing:
- (a) Service availability;
  - (b) incidents reported;
  - (c) severity category of incidents;
  - (d) incidents resolved; and
  - (e) resolution performance by severity.
- 3.2 Where requested by the Customer Accelerator shall provide the Customer with:
- (a) additional detail regarding compliance with Service Levels; and
  - (b) additional reports as may be reasonably requested.

### 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 and an incident reference shall be assigned. 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:
- (a) resolution of the incident;
  - (b) any change of resolution target time, which can only occur with the written agreement of the Customer;
  - (c) 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"> <li>An unplanned incident causing loss of Service to multiple Users</li> <li>Designated Priority User unable to work</li> </ul>	1 hour	4 hours
2	<ul style="list-style-type: none"> <li>Individual User unable to work</li> <li>Reduced functionality causing severe disruption to the completion of business-critical tasks</li> </ul>	2 hours	4 hours
3	<ul style="list-style-type: none"> <li>User experiencing problem</li> <li>Reduced functionality causing some disruption to the completion of business-critical tasks</li> </ul>	4 hours	8 hours
4	<ul style="list-style-type: none"> <li>Non-urgent query or request</li> <li>Reduced functionality resulting in minimal impact to Users</li> </ul>	8 hours	40 hours
N/A	<ul style="list-style-type: none"> <li>Consultancy</li> </ul>	16 hours	As agreed with User

## 6. Service Availability and Service Level Guarantee

- 6.1 This Section 6 does not apply to connectivity (including, without limitation, ADSL, SDSL, VDSL, EFM and Leased Lines) and Web Hosting and Domain Names.
- 6.2 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 contractual commitment and may move to a new provider.

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%

## 7. Exclusions to the Service Level Guarantee

- 7.1 Service Disruption may include, but not exclusively the following:
- a Force Majeure event;
  - a suspension of the Service in accordance with the Contract;
  - a fault on the Customer network or own equipment configuration which is not due to the Default or negligence of Accelerator or its subcontractors;
  - a fault that is a result of the Customer not complying with Accelerator's security policies
  - a fault that is a result of terrorism or act of war
  - Accelerator waiting for information from the Customer which is necessary in order to perform the Services in accordance with the Service Levels;
  - Scheduled or Emergency Maintenance as required in accordance with this Agreement;
  - faults or omissions of the customer's connectivity;
  - faults or omissions in equipment, wiring, cabling, software or other Services which are not maintained by Accelerator or its subcontractors;
  - 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:
    - any Customer employee failing to abide by the Customer virus protection policy; or
    - Customer's 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
  - any material breach of this Agreement by Customer which impacts on the availability of the Service.

- 7.2 For Support for non-hosted solutions products, due to the nature that there are thousands of bespoke and legacy applications within the market place written all the time our Service Desk cannot be aware of every single product currently out there. We will always be proactive and troubleshoot 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.
- 7.3 For telephony, remote dial-in and onsite Support of non-hosted solutions that are not supplied by Accelerator, 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 Service Desk during the current SLA Report Period. Any claim must be made within one (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 a claim is made out of this period, and sent either:
- (a) by post to Accelerator Ltd, Studio at 46, Suite A First Floor Solent Centre, 3700 Parkway Whiteley PO15 7AW; or
  - (b) by email to [ServiceDesk@accelerator.uk.com](mailto:ServiceDesk@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:
- (a) 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;
  - (b) ensure that scheduled maintenance causes the minimum possible disruption to the Customers use of the Services; and
  - (c) shall be completed as quickly as is reasonably practicable.
- 9.3 Scheduled Maintenance may include, but is not limited to, the following:
- (a) Server and network maintenance;
  - (b) Software upgrades (Operating System and Application Software);
  - (c) Hardware upgrades;
  - (d) Bug fixes; and
  - (e) 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 Accelerator 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 Administrator to notify the appropriate users of Scheduled Maintenance periods of the Services.

#### **10. Backup and Recovery**

- 10.1 The Customer acknowledges that 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 and Business Continuity**

- 11.1 Our Services work with advanced monitoring tools that examine all aspects of our environment 24x7x365. Intelligent systems built into the system keep the Services working and flowing so that in the event a component of the environment behaves abnormally, automatic failovers occur in the background to minimise impact to Customers.
- 11.2 We work hard to meet our SLA's and make sure that the failover happens in the correct manner. Although we conduct regular testing, due to the complexity of some Services we cannot guarantee zero (0) impact to Customers. To mitigate incidents the Engineering Team is immediately notified so they can identify and remedy issues at the early possible time.
- 11.3 In the unlikely event of a disaster or fire in our Support office, our employees can access Support Services remotely. We always make sure an employee is available to take your Service Desk call but as a last resort an answer phone service is made available; the voicemail is sent to the Service Desk mail box where we aim to return your call within sixty (60) minutes.