

LIGHT | MEDIA

Service Level Agreement (SLA)

Introduction

This service level agreement (SLA) describes the levels of service that [XXXXXXXXXX] ('the client') will receive from Lightmedia Communications Ltd ('the supplier').

Purpose

The client depends on website hosting and technical development services that are provided and supported by the supplier. Some of these items are of critical importance to the clients business. This service level agreement sets out what levels of availability and support the client is guaranteed to receive as part of this service. It also explains what penalties will be applied to the supplier should it fail to meet these levels. This SLA forms an important part of the contract between the client and the supplier. It aims to enable the two parties to work together effectively.

Scope

Parties

This SLA is between:

The Client:	The Supplier:
	Lightmedia Communications Ltd, Connaught House, 4 Morrell Street, Royal Leamington Spa, Warwickshire, CV32 5SZ Key contact: Anthony Probert, 01926 313233

Dates and Reviews

This agreement begins on [XXXX X XXXX] and will run for a period of 12 months.

Services Covered

This SLA covers only the hosting and services in the table detailed below. This list may be updated at any time, with agreement from both the client and supplier.

It may be reviewed at any point, by mutual agreement. It may also be reviewed if there are any changes to the client' s requirements.

Service	Response Times	Uptime Guarantee
Managed Hosting Service	Yes	Yes
General Support	Yes	N/A
Adhoc Technical Support/Consultancy Work	Yes	N/A

Please note:

- * The supplier guarantees response times for all items listed in this section.
- * The supplier guarantees uptime only for items with a tick in the Uptime Guarantee column.

Exclusions

This SLA is written in a spirit of partnership. The supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This SLA does not apply

- To any software or services not listed above
- In circumstances that could be reasonably said to be beyond the supplier' s control. For instance: floods, war, acts of god.
- If the client is in breach of its contract with the supplier for any reason (e.g. late payment of

fees or if a website has not been paid for).

Having said all that, the supplier aims to be helpful and accommodating at all times, and will do its absolute best to assist the client wherever possible.

Responsibilities

Supplier Responsibilities

The supplier will provide and maintain the following services:

- **Managed Hosting Service**

This includes running daily backups, checking that security patches are applied and other general server maintenance tasks. To ensure the relevant hosting is available to the client in line with the uptime levels listed.

- **General Support**

To handle any direct enquiries or questions requested by the client. In the case of additional work to then provide details of a suggested solution as well as a price.

- **Adhoc Technical Support/Consultancy Work**

To provide consultancy, technical development and project management support as agreed on an individual basis at the agreed hour/day rate set out in this document.

Additionally, the supplier will:

- Respond to support requests within the timescales listed below.
- Take steps to escalate and resolve issues in an appropriate, timely manner.
- Maintain good communication with the client at all times.
- The supplier will not however be responsible for content held on the client's server. This includes content that may infringe on any third party's intellectual property, violates any applicable law or regulation, is defamatory or obscene or contains any viruses. The supplier

reserves the right to refuse any subject matter it deems inappropriate.

Client Responsibilities

The client will:

- Notify the client of issues or problems in a timely manner.
- Maintain good communication with the supplier at all times.
- In the case of client support, provide help and support in a timely manner if required.

Guaranteed Uptime

Uptime levels

In order to enable the client to do business effectively, the supplier guarantees that the managed hosted server provided will be available for a 99.9% percentage of time. This reflects the Rackspace SLA Agreement.

Measurement and Penalties

Uptime is measured over each calendar month. It is calculated to the nearest minute, based on the number of minutes in the given month (for instance, a 31-day month contains 44,640 minutes).

If uptime for any item drops below the relevant threshold, a penalty will be applied in the form of a credit for the client. This means the following month's fee payable by the client will be reduced on a sliding scale. The maximum credit provided is one full months hosting.

The level of penalty will be calculated depending on the number of hours for which the service was unavailable, minus the downtime permitted by the SLA:

The penalties for failing to reach these uptime limits are detailed below:

Server Availability	Credit Amount
99.89% - 99.5%	10%
99.49% - 99.0%	25%
98.99% - 98.0%	40%
97.99% - 97.5%	55%
97.49% - 97.0%	70%
96.99% - 96.5%	85%
Less than 96.5%	100%

Important notes:

- It is the clients responsibility to request credit payment if applicable
- The suppliers provider is currently RackSpace but reserve the right to change providers if required to a similar quality provider such as Azure or Amazon Web Services.
- Uptime measurements exclude periods of routine maintenance. These must be agreed between the supplier and client in advance.

Guaranteed Response Times

When the client raises a support issue with the supplier, the supplier promises to respond in a timely fashion.

The supplier is deemed to have responded when it has replied to the client' s initial request. This may be in the form of an email or telephone call, to either provide a solution or request further information.

The supplier guaranteed to respond within 2 hours to a support request made within office hours 9.00AM – 17.30AM (UK time) Monday – Friday excluding Bank Holidays.

Response times are measured from the moment the client submits a support request via the e-mail or phone.

Penalties

If the supplier fails to meet a guaranteed response, a penalty will be applied in the form of a credit for the client.

This means the following month's fee payable by the client will be reduced on a sliding scale. The level of penalty will be calculated depending on the number of hours by which the supplier missed the response time.

Penalty per full hour = 2% of the relevant monthly fee.

Important notes:

- Response time penalties in any month are capped at 50% of the total monthly fee
- Response times are measured during working hours (9am — 5.30pm).

For instance, if an issue is reported at 5.00pm with a response time of 120 minutes, the supplier has until 10.30am the following day to respond.

Resolution Times

The supplier will always endeavor to resolve problems as swiftly as possible. It recognises that the client's applications are key to its business and that any downtime can cost money. However, the supplier is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously.

In all cases, the supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the client.

Rates

The services detailed in this document would be supplied at the following rates.

Service	Hourly Rate	Daily Rate	Monthly Rate
Managed Hosting Service	N/A	N/A	[£XXX +VAT]
General Support	N/A	N/A	[£XXX +VAT]
Adhoc Technical Support Work	£85 +VAT	£600 +VAT	N/A
Adhoc Consultancy Work	£105 +VAT	£850 +VAT	N/A

Important notes:

- The above rates are standard rates but reductions are available for larger projects

Signatures

This service level agreement is agreed between [Client] and Lightmedia Communications Limited:

Signed on behalf of the client:

Name:

Position:

Date:

Signed on behalf of the supplier:

Name:

Position:

Date: