

## **SERVICE LEVEL AGREEMENT**

### **WEB HOSTING SERVICES - MANAGED HOSTING SERVER SOLUTION**

Subject to the Customer fulfilling all of its obligations under the Contract, which includes this Service Level Agreement and the Service Description, Oscura Limited (Oscura) will use its reasonable endeavours to provide 99.5% Service availability, as measured by Oscura management systems ("Service Level Commitment") in accordance with the following provisions. The Service Level Commitment will be measured by the service availability calculation, set forth below.

#### **Service Term**

For the purposes of determining Service availability, Oscura shall measure the availability over the "Annual Term" of the Service. The Annual Term is the initial term of the Service, commencing on the first day of Service for a period of a year, and, after the initial term, any renewal term, commencing on the first day following the last day of the then current Annual Term, for a period of a year.

#### **Service Availability Calculation and Service Credit**

If during any given Annual Term, calculations reveal a total service availability time less than 99.5% of the Total Annual Time Period then Customer shall receive a credit to be used against future service charges ("Service Credit").

The "Total Annual Time Period" is equal to the total number of hours in the Annual Term less any hours lost as a result of properly notified and scheduled Service interruptions (as described below), any interruptions deemed to be caused (directly or indirectly) by the Customer or its representative or any third party, any hours lost as a result of Oscura's inability to contact the Customer's representative where such contact is necessary for the provision of the Service, or by the failure or malfunction of any equipment or facilities not owned or provided by or not within the control of Oscura. A service interruption will be measured from the point at which the Customer notifies Oscura of the interruption, which detected fault is confirmed by Oscura, to the point at which Service is renewed and demonstrated as active. The Service Credit shall be the sum equal to the amount of the periodic service charge pro-rated for the period of service interruption. The Service Credit is granted exclusively against future charges made by Oscura under the Contract, and is not available as a refund or as a credit against charges arising under any other contract or service order or agreement with Oscura. The Service Credit will be credited in the final invoicing period if the Contract is terminated for whatever reason. Written claims for valid Service Credits must be received within 45 days of the point at which the fault and break in Service was detected and confirmed as a service interruption by Oscura.

#### **Scheduled Service Interruptions.**

Oscura may suspend the Service:

- (i) to vary the technical specification of the Service; or
- (ii) to repair, maintain or improve the Service.

Such suspension of the Service shall be deemed scheduled Service interruptions and will be notified at least two (2) days in advance, whether by e-mail, a notice on the Oscura Website or otherwise in writing. Oscura will, during such suspension, use its reasonable endeavours to ensure that minimum disruption is caused to the Service. Oscura will not be liable to the Customer for any scheduled Service interruptions however caused.

#### **Limitations on Service Level Commitment**

Failure to adhere to the Customer responsibilities set forth in the Contract, any attachment or Order Form, or Oscura's Acceptable Use Policy will invalidate the Service Level Commitment made by Oscura. Where Oscura suspends the Service as permitted in the Contract, the provision of the Service Level Commitment shall also be suspended, with no liability to Oscura. Oscura's entire liability related

to the failure to provide the Service Level Commitment is limited to the remedies set forth in this Service Level Agreement.

### **Oscura Responsibilities**

In addition to the other obligations expressly set forth in the Service Description and this Service Level Agreement, Oscura shall be responsible for the following:

- *Initial Configuration/Installation/Set-Up.* Oscura will use its reasonable endeavours to provision the Service on an agreed date with the Customer (such time not to exceed 10 working days), at the Oscura Data Centre, provided that the Order Form and any supporting customer documentation contain all information Oscura requires for service provisioning.
- *Data Centre Facility.* Oscura will maintain the environment of the Data Centre in accordance with the Service Description.
- *Access to the Oscura Data Centre.* Oscura shall not provide unaccompanied access to the Oscura Data Centre. However, accompanied access shall be provided on a chargeable basis within 24 hours of the Customer's written request. Customer requests for accompanied or unaccompanied access to the Data Centre outside of business hours or as an emergency visit outside of business hours are not possible under any circumstances.
- *Monitoring Services.* Oscura will provide 24 x 7 x 365 monitoring of the Server to ensure that it is connected to the Oscura network. Oscura is not responsible for network monitoring or scanning servers to determine if the ports, IP addresses and services are accessible by the Customer or any third party.
- *Remote Access.* Oscura will ensure remote access is available at all times to allow remote management using pre-agreed remote access details.

**Support Services** Support will be provided as follows:

- *Help Desk.* Oscura shall provide a Customer Service Help Desk on a business hours (9.00am to 5.30pm, Mon-Fri) basis. Outside of these business hours and during waking hours (5.30pm to 10.00pm, Mon-Fri and 9.00am to 10.00pm, Sat & Sun), regular monitoring of support e-mail will be undertaken and where emergency action needs to be taken, a Service Representative may respond. No Customer Service support will be provided during sleeping hours.
- *Fault Reporting.* The Customer shall report problems or faults affecting the Service by contacting the Oscura Help Desk and shall provide the following information:
  - (i) Customer name;
  - (ii) contact information of Customer personnel reporting the fault; and a
  - (iii) brief description of the fault, including a description of how the Service is affected.
- *Support provided by Oscura.* Upon request by the Customer, Oscura will provide support for the maintenance and fault resolution of the Server. This support will only include hardware and operating system software. In the event of either hardware or operating system software failure and from point of advice of failure to Oscura, a replacement or a fix will be carried out within an 8 working hours timescale. Should the failure be due to Customer applications then a chargeable amount will be made to restore the server to its original supplied configuration or backup state if this service is supplied (i.e. ordered by Customer).

In the event that a Customer requires an engineer to attend the Hardware during business hours for services other than normal hardware and operating system management, Oscura can provide a "Hands & Eyes" service whereby an engineer will go to the Oscura Data Centre and perform configuration tasks on behalf of the Customer. These tasks will be charged on a separate Order Form to be completed at the time of the request

- *Reboot Services.* Oscura will reboot the Server if requested by the Customer and will perform a server availability test to check the Server is functional. Oscura takes no responsibility if the reboot fails due to Customer application software. The Customer will be advised alternative methods of restarting the Server e.g. Physical “Hands & Eyes” or physical mains subject to a maximum of three reboots in a day, up a limit of ten per week.

**Modifications to the SLA**

Any notice of modifications, additions or deletions to this Attachment will be provided to Customer within thirty (30) days prior to their coming into force. If modifications, additions or deletions are materially less favourable to Customer, then Customer may terminate the Contract by providing Oscura with thirty (30) days prior written notice. Customer’s continued use of the Service after expiration of the thirty (30) days notice period shall be conclusively deemed acceptance of such modification, addition or deletion and Customers right to terminate under this Attachment shall end.