



15 Bishops Close, Louth, Lincolnshire LN11 8BT

T: 01522 246008

E: sales@lincolnshire.it

W: <https://lincolnshire.it>

Web Hosting Service Level Agreement

Terms:

SLA: Service Level Agreement

Our Supplier: Rapidswitch (a trading name of iomart Hosting Ltd)

We, Us: Lincolnshire IT Limited and its representatives

Client: A Customer Of Lincolnshire IT Limited

Definitions:

Delivery Point: Equipment operated by a Client or User of a Client's website/email service outside Our Supplier's network

Introduction

This SLA applies to Hosting Services where the agreement for the Hosting Service specifically references this SLA. The objective of this SLA is to document the availability of the Service that Our Supplier is to achieve. This does not constitute any additional liability to either Our Supplier or Us, but instead a self-assumed obligation towards the Client. Under the conditions below We offer to pay the Client service credits, equal to those offered by Our Supplier to Us if the availability defined below is not met.

Service Level Availability Covered In This Agreement

Our Supplier shall guarantee the Network Availability and Power Availability will be 100% in any calendar month, subject to exclusions as defined below. If Our Supplier fails to meet this guarantee a credit shall be available to Us, which We shall offer to the Client as defined below.

The Network Availability and Power Availability calculation shall exclude periods when outages arise from, or are otherwise indirectly caused by:

- Outage periods due to any cause other than faults by Our Supplier, including faults or negligence of the Client or negligent work carried out by Us or problems associated with equipment connected on the Client's side of the Delivery Point,
- In case that the Delivery Point should cause negative effects on the performance, quality and/or operation of Our Supplier's Network, Our Supplier will proceed to disconnect the link, for benefit of the rest of users of Our Supplier's Network. This disconnection won't be cause of penalty under the SLA. Our Supplier will notify Us and/or the Client as soon as possible about this issue in order for the Us and/or the Client to repair the problems.
- Outage periods reported by the Client in which no fault is observed or confirmed by Our Supplier,
- Any fault period during which service is suspended under provision in this

Agreement,

- Downtime when Our Supplier's technical staff cannot have access, when We are requested to do so for the purpose of investigating the problem and restoring the service, to Client and/or Our premises and equipment pertaining to the service in case the service should include the management of equipment on the customer site by Our Supplier,
- Where We make a request to Our Supplier to test Client and/or Our connection although no fault has been detected and/or reported by Our Supplier,
- Where We request Our Supplier to upgrade the capacity of the service, if this operation results in an outage.
- During Scheduled Maintenance affecting the Services as defined above.
- Performance degradations and service loss due to Denial Of Service attacks or other unlawful attacks generated inside the Client's network or executed against users inside the Client's network or the Client network infrastructure, will be excluded from SLA calculation as it is within the Client's responsibility to put in place the relevant protection mechanisms inside its network to protect itself and its clients. Nevertheless Our Supplier is available to support the Us, as a customer of Our Supplier, by implementing appropriate measures on the Supplier's Network, such as limiting on ICMP bandwidth, rate limiting over clients' ports, implementing filters or black-holing routes.

Force Majeure

Neither Party will be obliged to carry out any obligation under this Agreement where performance of such obligation is prevented by the occurrence of a Force Majeure Event. No commitment from Our Supplier applies in case of Force Majeure.

Service Credit

Should the Client not have access to the Services as defined above due to less than 100% Network Availability and Power Availability, Our Supplier shall credit Us on a pro-rata basis for each hour when the service is not available, subject to a maximum credit in any one month of 50% of the monthly fee for the contracted service. The credit applies to the contracted service. We or the Client shall not be entitled to any credits under this SLA if any payment of the price for the Services is overdue under the terms of this Agreement. The credit shall be made for the element of the Services that were not available, it will not be made for the whole service. (E.G. If a dedicated server and backup service are ordered, but the backup service is not available for a period of time, the credit will be calculated based on the price of the backup service, not the combined price of the dedicated server and backup service.) Any credit is subject to the Client notifying Us and We notifying Our Supplier within seven working days in writing. This Client agrees the service credits due under this SLA are its sole remedy against Us for any non-availability of the Services.

Document Date: 12 February 2016. E&OE