

Link-Connect Service Level Agreement

(Frequency: Monthly)

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Definitions

“24/7” means availability all hours of the day and night on every day of the year.

“Business Hours” means 09:00–18:00 Monday to Friday excluding bank holidays.

“Business Day” means Monday to Friday inclusive, excepting Saturday and Sunday and bank holidays in England and Wales.

“Customer” An organisation or individual that has ordered a Service from Link-Connect.

“Change Request” a request made by the Customer for Link-Connect to make an improvement, add capabilities, add users or other changes to the Service. Note these are distinct from Support requests which are raised to report outages or other service performance issues.

“Support” means Link-Connect’s technical team (level 1, Level 2, Level 3) to perform remedial (or break/fix) work for Product or Service that has malfunctioned or stopped working, to reinstate a working Service.

“Monitoring” means Link-Connect’s automated system that is monitoring Service availability, thresholds for capacity levels (bandwidth data storage, data traffic) or security alerts and that will raise Support tickets.

“Managed Service” Means Link-Connect’s technical team (level 2 and Level 3) to perform Customer change requests such as add policies, add users, change capabilities or improve performance.

“Service” a product or service sold to the Customer by Link-Connect.

“Support Request” request for Link-Connect to fix an outage or other Service performance degradation.

“Support Ticket” the unique number issued when a fault or change request is logged with Link-Connect Support.

“Service Outage” means a Service that is broken and is no longer operating.

1. Support

- 1.1. All Services sold by Link-Connect are provided with technical support to ensure that the service is fixed in the event of a technical issue or Service outage. Support requests may be made to the Link-Connect Support Team on 01252 740800 Option 2 (or such other number as Link-Connect reasonably notifies in advance and in writing) or via email to support@link-connect.com 24 hours a day, 7 days a week 365 days of the year, at which time a Support Ticket with a unique reference number shall be issued.
- 1.2. Link Connect shall acknowledge all Support Tickets raised within 30 minutes of receipt.
- 1.3. Link-Connect shall commit resources to restore the Service in accordance with the terms of this SLA.
- 1.4. The Customer shall perform all necessary in-house tests as reasonably specified by Link-Connect and shall co-operate with Link-Connect in order to reasonably locate such fault. Where the Customer is unable to carry out its duties as reasonably specified by Link-Connect, regardless of whether such a request is made by Link-Connect within Business Hours or Business Days or not, such that Link-Connect is not reasonably able to carry out any work to restore the service under this SLA then any such period of time in respect of this shall not be included in any calculation of time to repair timescales or availability in respect of the Service Credit as defined in this Schedule.
- 1.5. Link-Connect shall provide an update with details of Support Ticket resolution, or planned support schedule, within a maximum of 4 hours from the raising of a Support Ticket.
- 1.6. Link-Connect shall make all reasonable endeavours to reinstate service as quickly as possible and shall take full responsibility for liaising with any third party suppliers who's products or Services may be effecting the incident.
- 1.7. At times of high demand Link-Connect shall prioritise Tickets according to the severity of the effects of the problem.
 - Priority 1:** A Business Critical system is down or there is a critical impact to the customer's business operations. Link-Connect and the customer will commit any and all necessary resources "around the clock".
 - Priority 2:** Operational performance of the system is impaired whilst business critical functions remain available. Link-Connect and the customer will commit all necessary resources during contracted Business Hours.
 - Priority 3:** Customer requires information or assistance on product capabilities, installation or configuration. There is little or no impact to the customer's business operation and will be dealt with during Business Hours.
- 1.8. Fault Resolution Targets
 - Major Fault (Priority 1): Restored to pre-incident level of service 90% in 8 hours, 95% in 24 hours and 100% in 48 hours.
 - Minor Faults (Priority 2): 100% within 72 hours

2. Monitoring

- 2.1. For customers who have purchased Link-Connect's Monitoring Service, tickets will be raised on behalf of the Customer in the event of a Service Outage or a threshold on a Monitored Service is reached and the customer informed by Link-Connect.
- 2.2. Tickets raised via the Monitoring will be added to the support process as defined in section 1.
- 2.3. All Managed Services have Monitoring included.

3. Managed Services

- 3.1. Managed Services is the process of Link-Connect performing changes to the Service at the request of the Customer via a Change Request. This includes but is not limited to adding new policies, adding new users, producing log information, running reports.
- 3.2. Change Requests will be dealt with during normal business hours. Where necessary and with agreement with the Customer changes shall be scheduled out of normal business hours.
- 3.3. Link Connect shall acknowledge all Change Requests within 30 minutes of receipt within Business hours.
- 3.4. Link-Connect shall provide an update and planned support schedule within a maximum of 4 Business Hours from the raising of a Support Ticket. For example a Ticket raised at 17:00 shall be acknowledged no later than 12:00 the following day.
- 3.5. Each Managed Service Customer has a maximum number of Change Requests per annum as denoted on the Order form, capped at a maximum of 20% of these changes within any one calendar month.

4. Planned Maintenance and Software Revisions

- 4.1. The Managed Service Customer shall be entitled to all updates and revisions to software supplied as part of the Service as made available from time to time.
- 4.2. Link-Connect shall provide at least twenty (20) prior Business Days notice of any available update being due for deployment and agree with the Customer an appropriate time to complete the necessary uploads to the Equipment and further tasks required to complete the relevant upgrade during Business Hours.
- 4.3. Where, in the reasonable opinion of Link-Connect an upgrade may materially affect the reasonable satisfactory operation of the Service the upgrade may be withheld for such time as reasonably considered necessary provided that The Customer is notified of such decision in advance and agree to the same.
- 4.4. Changes to the Service as described above do not count as Unavailable time under this or any other Service Level agreement.

5. Service Availability

- 5.1. If the Service is unavailable for more than Maximum SLA period the Customer shall be awarded Service Credit as a percentage of the monthly Service charge.
- 5.2. Link-Connect's total aggregate liability to The Customer under this Agreement shall not exceed the value of the monthly Service charge based on the pricing set out in the Order Form.
- 5.3. Where any Service contract has a term of greater duration than one year, Link-Connect's liability to The Customer under this SLA shall not exceed the pro-rata equivalent of one year based on the pricing set out in the Order Form.
- 5.4. Service credits will be deducted from the next invoice for the Service charge.

5.5. Service Credit shall be applied to Service outages and calculated as per the tables below based on an average month being 43,800 minutes.

Example 1 - 100% SLA	Outage time per month (mins)			Credit due as % of monthly fee for Service	Example 2 99.99% SLA	Outage time per month (mins)			Credit due as % of monthly fee for Service
100			0	0	99.99	0 to	4.38	0	
99.99	1	to	4.38	5%	99.98	5.38	to 8.76	5%	
99.98	5.38	to	8.76	10%	99.97	9.76	to 13.14	10%	
99.97	9.76	to	13.14	15%	99.96	14.14	to 17.52	15%	
99.96	14.14	to	17.52	20%	99.95	18.52	to 21.9	20%	
99.95	18.52	to	21.9	25%	99.94	22.9	to 26.28	25%	
99.94	22.9	to	26.28	30%	99.93	27.28	to 30.66	30%	
99.93	27.28	to	30.66	35%	99.92	31.66	to 35.04	35%	
99.92	31.66	to	35.04	40%	99.91	36.04	to 39.42	40%	
99.91	36.04	to	39.42	45%	99.9	40.42	to 43.8	45%	
99.9	40.42	to	43.8	50%	99.89	44.8	to 48.18	50%	
99.89	44.8	to	48.18	55%	99.88	49.18	to 52.56	55%	
99.88	49.18	to	52.56	60%	99.87	53.56	to 56.94	60%	
99.87	53.56	to	56.94	65%	99.86	57.94	to 61.32	65%	
99.86	57.94	to	61.32	70%	99.85	62.32	to 65.7	70%	
99.85	62.32	to	65.7	75%	99.84	66.7	to 70.08	75%	
99.84	66.7	to	70.08	80%	99.83	71.08	to 74.46	80%	
99.83	71.08	to	74.46	85%	99.82	75.46	to 78.84	85%	
99.82	75.46	to	78.84	90%	99.81	79.84	to 83.22	90%	
99.81	79.84	to	83.22	95%	99.8	84.22	to 87.6	95%	
99.8	84.22	to	87.6	100%	99.79	88.6	to 91.98	100%	
Maximum credit = 100% of months service charge					Maximum credit = 100% of months service charge				

5.6. List of product SLAs

SMART-Connect	100%
Leased Lines	99.99%
3G and Satellite	No SLA*
ADSL	No SLA*
SMART-Host	100%
Clustered Firewalls	100%
Single Firewalls	99.99%*
Managed Appliances	99.99%

Virtual Appliances	100%
Hosted Exchange	100%
VoIP	99.99%
* unless included in a SMART-Connect	

For any other products not listed above please contact your Account Manager at Link-Connect.

- 5.7. Unavailable time shall be considered to start when a fault is placed with Link-Connect and a Ticket Number has been issued. Unavailable time shall be considered to end when Link-Connect resolves the relevant fault and this is confirmed to The Customer. Provided that where Link-Connect has resolved such fault but is unable to get confirmation from The Customer due to unavailability or otherwise, after three attempts, Unavailable time as defined under this Schedule shall be considered to end when such fault has been resolved by Link-Connect.
- 5.8. The calculation of Unavailable time shall not include the first ten (10) days following the complete installation. This period may experience performance lower than the minimum Availability due to configuration changes and the normal process of optimisation.
- 5.9. Planned maintenance or upgrades may be required from time to time. Prior notice of not less than twenty (20) Business Days shall be given to The Customer of the Service that may possibly be affected by this type of outage. Link-Connect shall use best endeavours to carry out such work with as little or no disruption to The Customer during Business Hours or non-Business Hours or otherwise. Outages resulting from planned maintenance shall not be included in any calculation of time to repair timescales or Availability as defined in this Schedule.
- 5.10. Link-Connect shall not be responsible for any fault to the Service caused by The Customer. If such an event occurs, and if The Customer shall require Link-Connect to carry out any repair to the Equipment, Link-Connect shall quote its terms and conditions (including the cost) for any work necessary Provided That the provisions in respect of the target times to repair shall not apply. Provided further that any downtime caused by such fault shall not be included in the availability measurements or Service Credit calculations.

6. Fault Reporting and Escalation

- 6.1. In the event of Link-Connect's normal point of contact (nominated and/or as may be reasonably amended from time to time in writing) not being able to respond satisfactorily the following escalation procedures should be used.

Fault Reporting

All Fault reporting should be made to Level 1 support on 01252 740800 Option 2 or email support@link-connect.com

If there is a need to escalate the following is the escalation procedure, all contact names are supplied in your Welcome Pack.

Escalation 1

If no ticket is raised within 30 minutes or no action in a major fault this should be escalated to the Project Co-ordinator or your Account Manager.

Escalation 2

If no update, or the update is unsatisfactory then escalation should be to Link-Connect Technical Director or the Sales Director.

Escalation 3

If there is still concern about our response then contact the Link-Connect Managing Director or CEO.