

Service Level Agreement: Co-location Services

These Special Conditions on Quality of Service are subject to the Master Service Agreement between Netvoyager plc ("Netvoyager") and the Customer. These Special Conditions apply to both Co-location and Hosting Services.

1. Availability Guarantees

1.1 Power Supply Network

Netvoyager guarantees to supply AC power to the Customer's equipment for 98% of the time in each calendar month if two separate power feeds from separate PDUs are used, or 95% if from a single PDU. Netvoyager will calculate the duration of the Power Unavailability to the Customer and issue a Service Credit.

1.2 Environment

Netvoyager guarantees to supply cooling within the data centre at a level of 22 +/-6 degrees centigrade for 98% in average during a full day.

1.3 Amount of Service Credit for Unavailability

The amount of Service Credit that may be granted, upon compliance by the customer with the procedures set forth in Section 6 herein, for failure to comply with an Availability Guarantee set forth above shall be:

Unavailability for any five (5) hour period or part thereof in any calendar month: one (1) day Service Credit for the relevant recurring service fees. Events described in Section 4 shall NOT be considered as Unavailability.

2. Monitoring and Restoration of Service

The provisions of this Section apply to the Availability Guarantees set forth in Section 1.

2.1 Monitoring of Availability

Customers reporting service interruption events, outages or sustained periods of Unavailability should use the "Single Point of Contact" local support telephone number for access to the 24 hour Support as referenced in the Netvoyager Customer Registration Pack.

2.2 Restoration of Service

In the event of Netvoyager discovering or receiving notice of a performance problem (an "Incident"), Netvoyager will take all commercially reasonable action to determine the source of the Incident.

Within Three (3) hours of discovering or receiving notice of the Incident, Netvoyager will determine whether the source of the problem is limited to the Collocated customer equipment or any Netvoyager supplied equipment. If Netvoyager determines that the Co-located customer equipment or the Netvoyager supplied equipment is not the source of the problem, Netvoyager will determine the source of the problem within an additional Three (3) hour period. In either event, Netvoyager will notify the customer of the source of the problem within one (1) hour of identifying the source.

If the source of the Incident is within the control of Netvoyager, Netvoyager will remedy the Incident within Five (5) hours of determining the source thereof, where possible. If the source of and remedy to the Incident resides within customer controlled equipment then The customer shall have responsibility for remedying the Incident. Netvoyager will use commercially reasonable efforts to notify the party/(ies) responsible for the source of the Incident and co-operate with it (them) to resolve such problem as soon as possible.

If Netvoyager takes steps to correct a Customer reported fault in the service and finds that there is no such fault, Netvoyager may assess a "no fault found" charge to recover its reasonable costs of investigating the reported fault. For greater certainty, Netvoyager shall not assess a no fault found charge in connection with fault reporting which originates with Netvoyager or its network monitoring activities. If there is an Netvoyager alarm then the above shall not apply, except where due to an act or omission of the Customer.

3. Exclusions

The Service Level Guarantees set forth herein do not apply to Incidents attributable to any of the following events or occurrences: events outside the reasonable control of Netvoyager; Force Majeure events; planned maintenance; other interruptions scheduled by Netvoyager or requested by the Customer; improvements to software or equipment effected by Netvoyager; works done by Netvoyager for the purpose of improving the Services - within the scheduled and prior notified maintenance periods; incidents attributable to equipment, circuits, software, applications, or other facilities of the Customer; any act or omission by the customer or one of the customer's end-users, subcontractors, customers or suppliers; any interruption or incident attributable to a third party telecommunications operator, or any interruption otherwise permitted under this Agreement.

4. Scheduled Maintenance

Whenever possible, Netvoyager will notify the customer by e-mail at least 48 hours before any scheduled interruption of the service, describing the nature of the interruption. Whenever possible, said interruptions shall be scheduled on Tuesdays, between 8:00 pm and 8:00 am GMT.

5. Service Claim Process

In order to receive any Service Credits described herein, the customer must notify Netvoyager within five (5) working days in writing from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

Netvoyager shall acknowledge receipt of all Service Credit Requests via email to the administration contact no later than the next succeeding business day after the receipt and shall review all requests within 14 days of receipt. The customer will be notified via email upon resolution of the request.

6. Service Credit

If the Customer's Service Credit is approved, Netvoyager shall issue Service Credit to the Customer's account. The Service Credit shall appear on the Customer's statement in the month following the month in which the Service Credit is approved.

The Service Credit shall be the Customer's sole remedy for any failure by Netvoyager to comply with the Quality of Service obligations set forth in these Special Conditions, to the exclusion of any other claim or remedy, for damages or other relief.

The issuing of Service Credit by Netvoyager is dependent on the Customer's compliance with the terms and conditions of the Master Service Agreement. The failure of the customer to comply therewith may invalidate Netvoyager's Guarantees provided herein. Furthermore, Netvoyager shall not be held liable for failure to fulfil its obligations hereunder if such failure is due to the Customer's tampering with any equipment. Events under Service Guarantee as described in Section 1 are cumulative per calendar month. The amount of Service Credit issued shall not be cumulative.

If Netvoyager fails to comply with more than one Service Guarantee with respect to the customer during a calendar month, then only the guarantee producing the greatest awarded Service Credit will be considered for the granting of Service Credit. Furthermore, if the customer receives more than one service, Service Credits will not be considered for services that were not affected by Netvoyager's failure to comply with any Guarantee.

The total amount of Service Credit granted by Netvoyager shall not exceed the value of the Monthly Charge paid by the customer for the service for which Netvoyager failed to comply with any Guarantee.

7. Termination Option for Persistent Unavailability

The customer may terminate this Agreement for cause and without penalty by notifying Netvoyager within five (5) working days following the end of a calendar month in the event that either of the following occurs:

The customer experiences more than fifteen (15) Unavailability periods resulting from five (5) or more non-consecutive Unavailability events (as described in Section 2) during the calendar month;

Termination shall not be possible if the Unavailability is attributable to an event or occurrence referred to in Section 3. Any termination pursuant to this Section will be effective thirty (30) days after receipt of such notice by Netvoyager.

8. Modifications & Amendments to the Special Conditions for SLA

Netvoyager undertakes an on-going review of its processes and procedures. This may result in a need to modify this SLA from time to time and Netvoyager reserves the right to adjust as necessary without prior notice. For the most up to date SLA terms and conditions, visit our website at www.netvoyager.co.uk.