

Thank you for choosing Datanet to provide you with Business Class Internet Solutions, our goal is to provide these Services beyond your expectations and always to the best of our endeavours. Datanet, established in 1996, is one of the UK's longest serving ISP providing a full range of Internet Services to business, including hosting and connectivity solutions. Following is a plain English and friendly description of our "Service Level Agreement" (SLA) setting out the levels of service to be provided by Datanet to you in respect of certain Services and any compensation in the form of Service credits for failure to meet those service levels. This SLA should be read in conjunction with Datanet's "Terms & Conditions" which identifies the Services covered by SLA and also your "Services Order Form" which identifies the Services you have purchased. In this document "We" or "Us" or "Datanet" refers to DATANET.CO.UK Limited and "You" or "Your" refers to you, our customer.

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(1) Terminology and Abbreviations

Availability: the time in any calendar month for which the network, infrastructure and hardware is not subject to any Services affecting faults, and is therefore Available

Business Day: every day excluding Saturdays and Sunday and national holidays in England

Fault: a material defect, fault or impairment in a service or device, which causes an interruption in the provision of the Services.

Services Affecting: causing full or partial loss of the Services or the ability to transmit data.

Non-Services Affecting: not materially affecting the performance or quality of the Services.

Network: the Datanet network over which data is transferred between points or to the Internet

Infrastructure: data centre power and cooling

(2) General

2.1 Credits are your sole compensation for any failure to meet our Service Level Agreement.

2.2 Credits are payable where (a) you have submitted a claim by email to OpsTeam@datanet.co.uk identifying the circumstances in which the credit or compensation arose, and (b) Datanet has agreed by email, acting reasonably and without undue delay, to your claim.

2.3 Credits will be applied to your account in the billing period following Datanet's agreement to the claim.

2.4 Claims for credits must be submitted promptly and in any event within 10 business days after the circumstances giving rise to the claim.

2.5 The maximum monthly credit is limited to one week's fees where a week is 7 days and the day rate is calculated at the annual rate divided by 365. Accumulated or residual credits will not be carried over to subsequent months or billing periods

2.6 Datanet is not be liable to pay compensation under this SLA where its failure to meet any of its obligations is a caused by a force majeure event, by a failure in your equipment, by your act or omission or that of a third party acting on your behalf.

(3) Network Availability

3.1. Datanet targets the network and infrastructure with a 99.999% availability. If the availability falls below 99.999% in any month, Datanet will credit you with one days free service for each eight hour period the network and infrastructure are not available.

(4) Hardware Availability

4.1. Hardware availability covers hardware, including servers and firewalls, rented from and hosted by Datanet in one of our data centres.

4.2. Datanet will replace any failed component at no cost to you, hardware replacement will begin once Datanet identifies the cause of the problem and is targeted be complete within four hours of problem identification. In the event that it takes more than eight hours Datanet will credit you with one days free service for each eight hour period the hardware is not available. Excludes the time required to rebuild a RAID array.

4.3. In the event of hard disk or fatal operating system failure Datanet will perform initial install of standard OS distributions and supported preinstalled software, you will then be required to complete the configuration and installation to meet your own requirements

4.4. The security of your server and co-lo devices remain your responsibility and you should perform backups and maintenance to maintain its integrity. Datanet accepts no responsibility for damage or loss of data or loss of service however caused (for instance, as a result of hardware failure or malicious "hacking").

(5) Fault Handling / Response Time

5.1. Datanet's response times during the Business Day (8.30am to 5:30pm, Monday to Friday) are as follows: You can call us on our "lo-call" number 0845 130 6010 and expect a prompt answer, you will be able to speak to a member of the OpsTeam (Operations Team) who will be familiar with your account and Services. You can expect to be able to speak to a network engineer normally straight away and always within 2 hours. You can expect an initial response within two hours of a logged service interruption call.

5.2. Datanet's response times out of business hours (outside 8.30am to 5:30pm, Monday to Friday and including bank holidays) are as follows: You can call us on our "24x7" number, which will be listed in your welcome letter upon commencement of service, this will be responded to within 1 hour. We will require contact names & numbers from you and you are responsible for providing Datanet accurate and current contact information for your designated points of contact.

(6) Maintenance Window for Network and Infrastructure

6.1 The maintenance window for planned outages is between 00.00 and 07.00 UK time

6.2. Datanet may suspend the Services to carry out periodic maintenance or upgrade work on the Network or Infrastructure, this will be carried out during the maintenance windows.

6.3 We will provide you with 5 Business Days notice of planned maintenance windows.

6.4 Any disruption to the Services as a result of planned maintenance carried out in the maintenance window will not entitle you to service credits.

(7) Premier support, Hardware

7.1 Premier Support on Hardware is an optional chargeable service available on certain hardware devices,

7.2 Datanet offers an extended warranty on hardware covered under Premier Support and will replace the faulty equipment next Business Day with a similar preconfigured device providing the fault can be identified and a replacement configured before the 5.00pm postal deadline.

7.3 You may arrange a courier to collect the replacement unit in order to expedite delivery at your cost.

7.4 Premier Support includes remote management and our engineers will maintain and troubleshoot the device as necessary via secure VPN. We will manage and support remote user configurations and branch to branch VPN's. We will also include activities such as: (a) adding, removing and configuring IPSEC VPNs (b) port forwarding of services to internal devices (c) policy additions, modifications and deletions.

7.5 Where appropriate your device firmware or software will be remotely upgraded and reconfigured, keeping your security up-to-date and extending the functionality of the hardware, subject to the following conditions:

(a) a free of charge manufacturer software or firmware update is announced which enhances or resolves security issues within the device (b) additional functionality is available which will benefit you or offer increased performance (c) you agree a maintenance window with us during normal business hours to facilitate the upgrade and you have a member of staff on site to assist with power reboots after the upgrade.