

Thank you for choosing Datanet to provide you with Business Class Internet Services, 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's 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 you can expect from Datanet and what will happen if we fail to meet our service levels. This SLA should be read in conjunction with Datanet's Terms & Conditions 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 or a third party acting on your behalf. Datanet reserves the right to amend the SLA from time to time, the latest version will be published on the Datanet website.

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## (1) Terminology

**Availability:** the time in any calendar month for which the service is not subject to any Services affecting faults, and is therefore Available.

**Normal 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 service.

**Normal Business hours:** 9.00am to 5:30pm, Monday to Friday excluding national holidays in England.

**Normal Support hours:** 8.00am to 8:00pm, Monday to Saturday (828x6) **including** national holidays in England.

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

**Infrastructure:** Data centre power, cooling, environment, security and monitoring.

**Case:** Faults are logged on our CRM system and are assigned a unique case number.

**Parked:** Cases will be parked when it is not possible for Datanet to progress the resolution of the fault because we are waiting for an action from you or a third party acting on your behalf.

## (2) Addresses and Contacts

The registered offices of Datanet and the address for general correspondence is:

DATANET.CO.UK Limited, Aspen House, Barley Way, Ancells Business Park,

Fleet, Hampshire, UK, GU51 2UT. Company registration Number - 03214053

Telephone: 0845 130 6010, Fax: 0845 130 6020, Web: [www.datanet.co.uk](http://www.datanet.co.uk)

General email: [info@datanet.co.uk](mailto:info@datanet.co.uk)

Email for claims: [opsteam@datanet.co.uk](mailto:opsteam@datanet.co.uk)

Support telephone: 0845 130 0695

Support email: [support@datanet.co.uk](mailto:support@datanet.co.uk)

Network status: [www.datanet.co.uk/network\\_status.aspx](http://www.datanet.co.uk/network_status.aspx)

## (3) Service Availability

Datanet targets 99.999% availability of your service. If the service is unavailable for more than 30 consecutive minutes in any one month, one days credit for each period of loss of service of 30 minutes shall be deducted from the next billing period fees (limited to a maximum of 5 days service credit).

## (4) Hosting: Dedicated & Virtualised (VM) Servers, Co-Lo, Rack Space

4.1. Hosting Services benefit from our 24x7 support.

(4.2) Fault Handling / Response Time for Break/Fix.

4.2.1 Datanet's response times during the Normal Support Hours (8.00am to 8:00pm, Monday to Saturday) are as follows:

You can call us on our support number 0845 130 0695 and expect a prompt answer and be able to speak to a Support Technician normally straight away and always within 1 hour. You can expect to be contacted at least every 2 hours with a progress report, unless otherwise agreed or due to the case being parked.

Cases that are not parked will be escalated to management after 2 hours.

4.2.2 In exceptional circumstances, for instance during a Major Service Outage (MSO), resources will be diverted to correcting the fault and resuming the service as fast as possible. This means that regular updates to individual customers will not be possible. Regular updates will be posted on the website ([www.datanet.co.uk/support.aspx](http://www.datanet.co.uk/support.aspx)).

4.2.3 Datanet's response times out of Normal Support Hours (outside 8.00am to 8:00pm, Monday to Saturday) are as follows:

You can call us on our 24x7 support 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.

4.3 Datanet will replace any failed component for which we are responsible at no cost to you. Hardware replacement will begin once Datanet identifies the cause of the problem.

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

4.5 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 however caused (for instance, as a result of hardware failure or malicious "hacking").

(4.6) Planned Maintenance Window

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

4.6.2 Datanet may suspend the service to carry out periodic maintenance or upgrade work on the service, this will be carried out during the maintenance windows.

4.6.3 We will provide you with 5 Business Days notice of planned maintenance windows by email and/or by notification on the website ([http://www.datanet.co.uk/planned\\_maintenance.aspx](http://www.datanet.co.uk/planned_maintenance.aspx)).

## (5) Connectivity Solutions - Private Circuits - MPLS, Ethernet Extension LES, WES, BES, EAD, MIA).

5.1 Private Circuits benefit from our 24x7 support.

(5.2) Fault Handling / Response Time for Break/Fix.

5.2.1 Datanet's response times during the Normal Support Hours (8.00am to 8:00pm, Monday to Saturday) are as follows:

You can call us on our support number 0845 130 0695 and expect a prompt answer and be able to speak to a Support Technician normally straight away and always within 1 hour. You can expect to be contacted at least every 2 hours with a progress report, unless otherwise agreed or due to the case being parked.

Cases that are not parked will be escalated to management after 2 hours.

5.2.2 In exceptional circumstances, for instance during a Major Service Outage (MSO), resources will be diverted to correcting the fault and resuming the service as fast as possible. This means that regular updates to individual customers will not be possible. Regular updates will be posted on the website ([www.datanet.co.uk/support.aspx](http://www.datanet.co.uk/support.aspx)).

5.2.3 Datanet's response times out of Normal Support Hours (outside 8.00am to 8:00pm, Monday to Saturday) are as follows:

You can call us on our 24x7 support 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.

## (5.3) Planned Maintenance Window

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

5.3.2 Datanet may suspend the service to carry out periodic maintenance or upgrade work on the service, this will be carried out during the maintenance windows.

5.3.3 We will provide you with 5 Business Days notice of planned maintenance windows by email and/or by notification on the website ([http://www.datanet.co.uk/planned\\_maintenance.aspx](http://www.datanet.co.uk/planned_maintenance.aspx)).

## (6) Connectivity Solutions - Broadband xDSL (Standard and Premier Support), FTTC and FTTP

6.1 xDSL is a service for which most ISP's will not offer an SLA due to the underlying PSTN technology restrictions, such as dependency on BT, line quality and distance from the local exchange. Despite these restrictions, Datanet will offer a response, escalation and compensation SLA as well as define xDSL target fix times for our Standard and Premier services on a best endeavours basis.

(6.2) Fault Handling / Response Time for Break/Fix.

6.2.1 Datanet's response times during the Normal Support Hours (8.00am to 8:00pm, Monday to Saturday) are as follows:

You can call us on our support number 0845 130 0695 and expect a prompt answer and be able to speak to a Support Technician normally straight away and always within 1 hour. You can expect to be contacted at least every 4 hours with a progress report, unless otherwise agreed or due to the case being parked.

Cases will be escalated to management by the support technician when appropriate or when requested by the customer.

6.2.2 In exceptional circumstances, for instance during a Major Service Outage (MSO), resources will be diverted to correcting the fault and resuming the service as fast as possible. This means that regular updates to individual customers will not be possible. Regular updates will be posted on the website ([www.datanet.co.uk/support.aspx](http://www.datanet.co.uk/support.aspx)).

6.2.3 Faults reported by email or voicemail outside of normal support hours will be acknowledged and progressed the next business day.

6.2.4 Datanet will require reasonable assistance from you in terms of performing basic diagnostic steps as requested in order to try to determine cause of the problem with the DSL service. These steps are likely to include:

- verification that the telephony on the line is working, telephony faults will need to be reported by you to your telephone service provider.
- check all cables are connected correctly and are not loose.
- check that the filter/router/firewall are operating correctly.

Datanet will carry out diagnostic tests on the DSL service to determine where the fault lies, and in the event these identify a potential fault with DSL circuit a fault will be logged with BT and we will provide you with regular updates regarding the progress of the repair of your fault.

6.2.5 Datanet includes standard support with DSL services by default unless otherwise stated. For services supplied with standard support, Datanet commits to clear the fault within 40 business hours of the fault being received, excluding any parked time.

6.2.5.1 In the event that diagnostics indicate that a BT engineer visit will be required in order to repair the fault, you will be given a choice of a morning (8am to 1pm) or afternoon (1pm to 6pm) appointment, Monday to **Saturday (excluding regional public and bank holidays)**.

6.2.6 For customers purchasing Datanet's DSL Premier Support (either as a separate item or whether included with their DSL service), Datanet commits to a fault clear time of 20 business hours, excluding any parked time.

6.2.6.1 In the event that diagnostics indicate that a BT engineer visit will be required in order to repair the fault, you will be given a choice of a morning (8am to 1pm) or afternoon (1pm to 6pm) appointment, Monday to **Sunday (including regional public and bank holidays)**. You may also be able to choose either an early morning (7am to 8am) or evening (6pm to 9pm) appointment, Monday to Friday (excluding regional public and bank holidays).

6.2.7 All appointment slots are subject to the availability of BT engineering resource. You will need to ensure that the BT engineer will be able to access the site during the times of the appointment slot. If the engineer is not able to access the site, an abortive visit charge will apply. If it is determined that the fault is not within BT's network (i.e. after the master BT socket in your premises) the BT engineer visit will be chargeable.

6.2.8 Datanet aims to resolve faults as quickly and efficiently as possible and will liaise regularly with BT to ensure that the fault repair process is progressing as expected. In the event that satisfactory progress is not being made with regard to the repair of the fault, Datanet will escalate the fault with BT as per our BT escalation procedure.

6.2.9 As a business focussed ISP, Datanet reserve the right to manage our DSL network traffic for the benefit of our business customers by giving priority to business orientated protocols such as VoIP, VPN's and Web Browsing over "consumer" protocols such as P2P (Peer-to-Peer) file sharing during the business day. Datanet may use Packet Prioritisation technologies in order to ensure activity from our consumer customers does not adversely affect our business customers.

#### (6.3) Planned Maintenance Window

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

6.3.2 Datanet may suspend the service to carry out periodic maintenance or upgrade work on the service, this will be carried out during the maintenance windows.

6.3.3 In the case of major works, we will provide you with 5 Business Days notice of planned maintenance windows by notification on the website ([http://www.datanet.co.uk/planned\\_maintenance.aspx](http://www.datanet.co.uk/planned_maintenance.aspx)).

### (7) Other Services: Email, MessageScreen, DNS, Data Back-up Solutions and Shared Web Hosting

#### (7.1) Fault Handling / Response Time for Break/Fix.

7.1.1 Datanet's response times during the Normal Support Hours (8.00am to 8:00pm, Monday to Saturday) are as follows:

You can call us on our support number 0845 130 0695 and expect a prompt answer and be able to speak to a Support Technician normally straight away and always within 1 hour. You can expect to be contacted at least every 4 hours with a progress report, unless otherwise agreed or due to the case being parked.

Cases that are not parked will be escalated to management after 1 full business day.

7.1.2 In exceptional circumstances, for instance during a Major Service Outage (MSO), resources will be diverted to correcting the fault and resuming the service as fast as possible. This means that regular updates to individual customers will not be possible. Regular updates will be posted on the website ([www.datanet.co.uk/support.aspx](http://www.datanet.co.uk/support.aspx)).

#### (7.2) Planned Maintenance Window

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

7.2.2 Datanet may suspend the service to carry out periodic maintenance or upgrade work on the service, this will be carried out during the maintenance windows.

7.2.3 In the case of major works, we will provide you with 5 Business Days notice of planned maintenance windows by notification on the website ([http://www.datanet.co.uk/planned\\_maintenance.aspx](http://www.datanet.co.uk/planned_maintenance.aspx)).

### (8) Premier support, Hardware

8.1 Premier Support on Hardware is an optional chargeable service available on certain hardware devices supplied by Datanet as part of a hosted or connectivity solution

8.2 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 on a normal business day before the 4.30pm postal deadline.

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

8.4 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.

8.5 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.

## (9) Compensation

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

9.2 Service Credits are payable where (a) you have submitted a claim by email to OpsTeam@datanet.co.uk within 10 business days after the circumstances giving rise to the claim, (b) the claim clearly identifies the circumstances in which the credit or compensation arose and includes the case number, and (c) Datanet has agreed by email, acting reasonably and without undue delay, to your claim.

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

9.4 Accounts with overdue payments will not be eligible for credits and will forfeit the right to claim.

9.5 The maximum monthly service credit is limited to 5 days and the day rate is calculated as the annual rate divided by 365. Accumulated or residual credits will not be carried over to subsequent months or billing periods.

9.6 You can only make one claim for each case and no more than 3 claims per annum for each service.

9.7 Datanet is not liable to pay compensation under this SLA where its failure to meet any of its obligations is caused by force majeure, by a failure in your equipment, by your act or omission or that of a third party acting on your behalf, or any other cause beyond Datanet's reasonable control. In no event shall Datanet be liable for indirect or consequential loss (including loss of profits) arising from any loss of service.

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