Service Level Agreement

datanet.co.uk
Private Cloud Solutions

Thank you for choosing Datanet to provide you with business class connectivity, hosting and cloud services. Our goal is to provide these services with care, skill and diligence in accordance with industry best practice and to do so beyond your expectations and always to the best of our endeavours. We will comply with all applicable laws and regulations in providing our services. Datanet, established in 1996, is one of the UK's longest serving ISPs providing a full range of Internet services, connectivity and hosting to business. Following is a plain English and user 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 this SLA from time to time, the latest version will be published on the Datanet website.

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(7) Connectivity Services: Telephone lines & calls including PSTN, ISDN2 (BRI), ISDN30 (PRI), SiP trunks (session-initiated protocol) for VoIP, CPS (carrier pre-selection) for phone calls and Mobile data services including Cellular, 3G, 4G, 5G, LTE
(8) Domain Name Services (DNS), only available with Hosting or Connectivity Services
(9) Service Availability & Compensation

(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 Sundays and public 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 public holidays in England.
Normal Support hours: 9.00am to 5:30pm, Monday to Friday excluding public holidays in England.
24x7 Support : 24-hour support is a break/fix service intended for emergency repairs and not intended for work which can be carried out during normal support hours. 24-hour support is available for certain hosting and connectivity services, please refer to your "Welcome Letter".
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
2.1 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 and VAT registration number 664690014
Bank account: sort code 40-21-27 account number 71200402 account name DATANET.CO.UK
Telephone: 01252 810010, Fax: 01252 625690, Web: www.datanet.co.uk
General email: Info@datanet.co.uk
SLA claims email: OpsTeam@datanet.co.uk
Support telephone: 01252 813396
Support email: Support@datanet.co.uk
Network status: www.datanet.co.uk/support

Service Level Agreement

Our normal business hours are from 9.00am to 5.30pm Monday to Friday excluding public holidays. Our normal support hours are from 9:00am to 5:30pm Monday to Friday excluding public holidays, certain services are eligible for 24x7 support as detailed in our Terms & Conditions and your "Welcome Letter".

(3) Planned Maintenance

3.1 The maintenance window for planned outages is between 22.00 and 07.00 UK time.

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.

3.3 We will provide you with 5 Business Days notice of planned maintenance windows by email and/or by notification on our website www.datanet.co.uk/support

(4) Hosting Services: Rack Space, CoLocation, Cloud Services, Dedicated and Virtual (VM) Servers, Backup & Recovery

4.1. Hosting Services benefit from our 24x7 support (please refer to your "Welcome Letter").

4.2 Fault Handling/Response Time for Break/Fix.

4.2.1 Datanet's response times during normal support hours (9.00am to 5:30pm, Monday to Friday) are as follows: You can call us on our support number 01252 813396 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 4 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

4.2.3 Datanet's response times out of normal support hours (outside 9.00am to 5:30pm, Monday to Friday) are as follows: You can call us on our 24x7 support number, which will be listed in your "Welcome Letter" (sent upon commencement of service) and this will be responded to within 1 hour. We will require contact names and 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 a fatal operating system failure, Datanet will perform a standard install of the operating system when this is rented from us. You will then be required to complete the configuration and installation to meet your own requirements.

4.5 The security of your server and colocation 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").

(5) Connectivity Services: Private Circuits/Leased Lines

5.1 Private Circuits/Leased Lines benefit from our 24x7 support (please refer to your "Welcome Letter").

5.2 Fault Handling/Response Time for Break/Fix.

5.2.1 Datanet's response times during the normal support hours (9.00am to 5:30pm, Monday to Friday) are as follows: You can call us on our support number 01252 813396 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 4 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 our website www.datanet.co.uk/support

5.2.3 Datanet's response times out of normal support hours (outside 9.00am to 5:30pm, Monday to Friday) are as follows: You can call us on our 24x7 support number, which will be listed in your "Welcome Letter" (sent upon commencement of service) and this will be responded to within 1 hour. We will require contact names and numbers from you and you are responsible for providing Datanet accurate and current contact information for your designated points of contact.

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(6) Connectivity Services: ADSL, FTTC/FTTP

6.1 ADSL, FTTC/FTTP are services for which most ISPs 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 and escalation SLA as well as define DSL target fix times for our services on a best endeavours basis.

6.2 Fault Handling/Response Time for Break/Fix.

6.2.1 Datanet's response times during Broadband support hours (24x7) are as follows: You can call us on our outsourced support number 01252 813396 and expect a prompt answer and be able to speak to a Support Technician normally straight away and always within 1 hour.

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 our website www.datanet.co.uk/support

6.2.3 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 the DSL circuit a fault will be logged with BT.

6.2.4 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 In the event that diagnostics indicate that a BT engineer visit will be required we will arrange the earliest available appointment slot 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 or within your jurisdiction) the BT engineer visit will be chargeable.

6.2.6 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.

6.2.7 As a business focussed ISP, Datanet reserves 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 consumer protocols does not adversely affect our business customers.

(7) Connectivity Services: Telephone lines & calls including PSTN lines, ISDN2 (BRI) lines, ISDN30 (PRI) lines, SiP trunks (session initiated protocol) for VoIP, CPS (carrier pre-selection) for telephone calls and Mobile data services including Cellular, 3G, 4G, 5G, LTE

7.1 The SLA for telephone lines and calls is dependant on the service provided to us by upstream provider e.g. BT, line quality and distance from the local exchange. Despite these restrictions, Datanet will offer a response and escalation SLA as well as define telephony target fix times for our services on a best endeavours basis.

7.2 Fault Handling/Response Time for Break/Fix.

7.2.1 Datanet's response times during the normal support Hours (9.00am to 5:30pm, Monday to Friday) are as follows: You can call us on our support number 01252 813396 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.

7.2.2 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 our website www.datanet.co.uk/support

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

7.2.4 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 your telephony service. Datanet will carry out diagnostic tests on the line to determine where the fault lies, and in the event these identify a potential fault with the telephone 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.

7.2.5 Datanet commits to clear the fault within 40 business hours of the fault being received, excluding any parked time.

7.2.6 In the event that diagnostics indicate that a BT engineer visit will be required we will arrange the earliest available appointment slot 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 (after the master BT socket in your premises or within your jurisdiction) the BT engineer visit will be chargeable.

7.2.7 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.

(8) Domain Name Services (DNS), only available with Hosting or Connectivity services

8.1 Fault Handling/Response Time for Break/Fix.

8.1.1 Datanet's response times during the Normal Support Hours (9.00am to 5:30pm, Monday to Friday) are as follows: You can call us on our support number 01252 813396 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.

8.1.2 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 our website www.datanet.co.uk/support

(9) Service Availability & Compensation

9.1 Datanet targets 99.999% availability for your service. If the service is unavailable for more than 30 consecutive minutes in any one month, one day's credit for each period of loss of service of 30 minutes can be claimed by you in compensation, subject to the limits described below.

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

9.3 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 (c) Datanet has agreed by email, acting reasonably and without undue delay, to your claim.

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

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

9.6 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.

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

9.8 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 or earnings) arising from any loss of service.

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