



Service Level Agreement 2016

MANAGEMENT OF SERVICES

1 General principles

1.1 Definitions

1.1.1 In this Agreement, unless the context otherwise requires:

"Account Manager"	means the Etellect employee designated by Etellect to deal with the Customer's account as notified from time to time to the Customer;
"Accumulated Fault Credit Qualification Period"	means the time specified in Appendix B for each Component beyond which a Service Credit applies;
"Call Close Time"	means in respect of any Fault the time at which that Fault is cleared and notified to the Customer in accordance with clause 3.3.10 below;
"Call Open Time"	means the date and time which is recorded by the Etellect Representative as the time the Fault Call is logged;
"Component"	means a part of a Service provided to the Customer. Components are listed in Appendix B;
"Customer"	means the person whose order for Services is accepted by Etellect in accordance with the Terms of Business;
"Customer Components"	means such of the Components as are delivered to the Customer;
"Customer Representative"	means the individual nominated by the Customer from time to time to represent the Customer in all matters relating to the Customer's and the End User's use of the Services;
"Etellect"	means Etellect Ltd and/or any associated companies;
"Etellect Representative"	means any employee of Etellect or its sub-contractors nominated by Etellect from time to time to be responsible, in liaison with the Customer Representative, for delivering the Services;
"End User"	means any third party for whom the Customer procures the Services with the authority of Etellect;
"Fault"	means any recorded failure of any part (s) of the Services;

“Fault Call”	means any telephone call, fax or e-mail from the Customer to the Etellect Representative;
“Fault Duration”	means the length of time between the Call Open Time and the Call Close Time for a Fault or, if any Fault is re-opened after the Call Close Time, the length of time between the Call Open Time and the final Call Close Time;
“Hours of Cover”	means the hours of cover specified in Appendix A below;
“Reseller”	means any person, company or business authorised by Etellect to sell on to third parties any of Etellect’s services;
“Response Time”	means the length of time between the Call Open Time and the time at which an engineer arrives at the Customer’s premises or any other premises agreed between the parties with the aim of restoring the normal operations of the services to the customer including rectifying any Fault;
“Service Credits”	means any credits to the Customer’s account with Etellect Ltd, given by Etellect in accordance with section 4.2 below;
“Single Fault Credit Qualification Period”	means the time specified in Appendix B as such for each Component;
“Service(s)”	means the service(s) provided by Etellect to the Customer including, without limitation, the Components specified in Appendix B which form part of the service(s) provided.
“Time to Restore”	means the target time to restore specified in Appendix B for each Component;
“Technical Helpdesk”	means those Etellect Representatives available to respond to Customers’ requests for assistance from time to time;
“Terms of Business”	means Etellect’s standard terms and conditions.

1.2 Scope

1.2.1 This Agreement describes the target performance levels which Etellect aims to deliver for the Services, Etellect’s procedures for managing unavailability of the Services, and the penalties which will be applied if Etellect fails to deliver any Customer Components to the stated service performance targets in accordance with this Agreement.

1.3 Targets and availability

1.3.1 It is not practical for Etellect to guarantee 100% availability of the Services. Because of the varying nature of the Components each Component has an individual target set for performance and availability. These are described in Appendix B.

1.4 Service monitoring

1.4.1 Etellect will monitor all Components and the individual elements of the Components. The choice of monitoring methods and tools is made at Etellect's sole discretion. Etellect aims to manage its Component monitoring so that it produces data which is sufficient to allow analysis and reporting of Component performance and availability to the detail and frequency described in this Agreement.

1.4.2 Etellect will additionally use data gathered from its monitoring of the Components to inform its decisions in respect of any changes to its infrastructure which it, in its sole discretion, deems necessary to maintain or improve the availability and performance of the services delivered to any of its customers.

1.4.3 The Customer shall not actively monitor the Services and/or Customer Components as this can adversely affect overall performance of Etellect's services. If statistical information is required by the Customer, which is not produced as part of the standard reports provided under this Agreement, the matter should be taken up initially with the Account Manager.

1.5 Performance reporting

1.5.1 Etellect will aim to record performance and availability of each of the Customer Components and will aim to report this information to the Customer, as described in Appendix B. Where periodic account reviews are agreed by both parties to be held between the Customer and Etellect, these reports will form an agenda for such reviews. If the Customer Components include access to Etellect's extranet service, Etellect will enable the Customer to view the reports via Etellect's extranet service.

1.6 Complaints procedure

1.6.1 If the Customer has any complaints about the way in which Etellect's support facilities are being managed, the Customer Representative should initially contact Etellect Ltd, in writing, at the following address:

**Etellect Ltd, Merlin House, Hillington, Glasgow. G52
4XZ**

2 Non-delivery of Services

2.1 Planned suspension

2.1.1 Etellect will, on occasion, need to suspend part(s) of the Services in accordance with the Terms of Business. In such cases, the unavailability of any part(s) of the Services will not constitute a Fault. Where practical, any such suspension will be arranged to fall outside the Customer's normal working hours and Etellect shall use its reasonable commercial endeavours to see that the following procedure is followed:

2.1.1.1 Etellect will by e-mail or other means give the Customer Representative reasonable notice of the time and duration of the suspension;

2.1.1.2 After completion of the planned work, Etellect will report the outcome to the Customer Representative by email; and

2.1.1.4 All work at the premises of Customers or End Users will be carried out in accordance with both local and national health and safety regulations.

2.2 Service failures

2.2.1 Any Faults arising from failures of components which are not Customer Components or failure of any End Users' system (for instance, the failure of a local telecommunications line) shall not be a Fault for the purposes of this Agreement.

2.2.2 Etellect shall not provide Service Credits where any failure is due to any event of Force Majeure, as defined in the Terms of Business.

3 Managing Service failure

3.1 Fault Calls

Notification of faults

3.1.1 The Customer Representative must report a Fault during the Hours of Cover by notifying Etellect's Technical Helpdesk by telephone, fax or email. Contact details are set out in Appendix A

3.1.2 Etellect's target for call handling is for 95% of incoming calls to be answered within 8 rings or 30 seconds, whichever is the later.

Setting Fault priority

3.1.3 The priority of a Fault reported by the Customer will be categorised by agreement between the Customer Representative and the Etellect Representative taking the relevant Fault Call. In the absence of agreement Etellect's Customer Services Manager will determine the Fault priority. Faults will generally be categorised as follows:

Table 1

Description	Priority	Designation
The service is not operational.	One	Critical failure
The system is impaired but operational	Two	Serious failure
Normal working practice is unimpaired	Three	Non-critical failure
Where individual faults are designated as not serious but collectively the Customer perceives them as being important.	As agreed	As agreed

Recording the Fault

- 3.1.4 The Etellect Representative will ask the Customer Representative for information about the Fault to obtain a clear description of its nature and the circumstances in which it occurred and confirm eligibility or non-eligibility of support for the Fault. If a clear description of the Fault is not obtained by the Etellect Representative, the Fault may be deemed not to be a Fault for the purposes of this Agreement and therefore not eligible for support.

3.2 Faults initially reported by Etellect

Notification of Faults

- 3.2.1 Etellect will notify the Customer Representative, either by e-mail, fax, telephone or other method, within a reasonable period of time of any Fault of which it becomes aware, unless that Fault is cleared before it can be notified to the Customer Representative.

Setting the Fault priority

- 3.2.2 Etellect will allocate a priority to any Fault notified by Etellect to the Customer Representative in accordance with the Fault designations set out in Table 1 above. The Customer should notify Etellect's Customer Services Manager by telephone if it disagrees with the allocated priority.

Recording the Fault report

- 3.2.3 Etellect will record the date and time at which Etellect notifies the Customer of any Fault and the other details referred to in clause 3.1.6.

3.3 Fault rectification

Fault handling and escalation

- 3.3.1 Etellect will allocate to any Fault a Response Time in accordance with the details set out in Table 2 below and based upon the priority allocated in accordance with clause 3.1.4 or 3.2.2 above. Faults which remain

unresolved at the end of the Response Time will be escalated as shown in Table 2 and as illustrated in Chart 1. Descriptions of the activities associated with each stage are shown in Table 3.

Table 2

Priority	Response Times
One	30 minutes. Escalated after this period to - <i>Stage 2</i> Escalated after 1 hour (cumulative) to - <i>Stage 3</i> Escalated after 2 hours (cumulative) to - <i>Stage 4</i>
Two	3 hours. Escalated after this period to - <i>Stage 2</i> Escalated after 4 hours (cumulative) to - <i>Stage 3</i> Escalated after 5 hours (cumulative) to - <i>Stage 4</i>
Three	6 hours. Escalated after this period to - <i>Stage 2</i> Escalated after 8 hours (cumulative) to - <i>Stage 3</i> Escalated after 9 hours (cumulative) to - <i>Stage 4</i>

Table 3

Stage	Response Activity
Stage 1	The Etellect Representative on the Technical Helpdesk will acknowledge the Fault Call and advise on tests and actions required in order to resolve the problem, consulting as necessary with other Etellect Representatives and third parties. Should the Etellect Representative be unable to resolve the problem or provide an action plan suitable to the Customer, the Fault Call will be escalated to Etellect’s Operations Team and Etellect’s Account Manager will also be informed.
Stage 2	Etellect Operations Team will determine a suitable action plan and agree it with the Customer. Where appointed, the Account Manager will be notified. Etellect Implementation Team may also be involved at this point and third party manufacturers and/or suppliers may be contacted for additional technical support.

Stage 3	If unresolved following Stage 2, the Fault will be escalated to Etelect Customer Services or Operations Managers, as appropriate. They will involve all necessary resources, both internally and externally, to ensure an acceptable resolution for the Customer. Etelect Technical Services Director will also be informed.
Stage 4	If unresolved following Stage 3, then Etelect Technical Services Director will take responsibility for the call and involve all necessary senior and management resources, both internally and externally, to ensure an acceptable resolution for the Customer. Etelect Managing Director will be appraised of the situation.

- 3.3.2 Response Times will start to run at the Call Open Time. The Etelect Representative may amend any Fault priority by agreement with the Customer. All telephone calls may be recorded or monitored for training purposes.
- 3.3.3 Should the same Fault re-occur within 48 hours, the original call will be reopened with the same log number and the same Response Time will apply from the time that the call is re-opened.
- 3.3.4 Etelect reserve the right to 'stop the clock' should a third party supplier be unable for any reason to issue or release pertinent details or information.

Progress recording

Mechanism for notification of progress, escalations and resolution

- 3.3.4 Appendix A sets out how Etelect will notify the Customer Representative about Fault progress, escalation and/or resolution. In the event that the Customer Representative cannot be contacted by one of the methods set out in Appendix A, the Etelect Representative shall be entitled to use any other method that it deems appropriate for any such notification.
- 3.3.5 In respect of any priority one Fault, the Customer Representative will, upon request, be updated with regular progress reports during the Hours of Cover. Such progress reports, where issued, will not be produced more frequently than hourly.

General Assistance

- 3.3.8 Etelect will aim to provide assistance to the Customer in the resolution of difficult "end-to-end" Faults. This will include incidents where the location of a particular Fault is unclear, and may not eventually lie in Etelect area of supply. Such incidents may require the active co-operation of Etelect, the Customer and third parties, in order to undertake the tests necessary for successful Fault isolation and resolution. Etelect reserves the right to charge for time and materials where the Fault does not lie within the Service boundaries described in, Appendix B.

Closing a Fault

- 3.3.6 Any Fault will remain open until the Call Close Time is notified to the Customer.
- 3.3.7 In the event that the Customer reports that a Customer Component remains out of operation after the Call Close Time has been noted, then the Fault will be re-opened.

Guaranteeing a Fault Duration Time

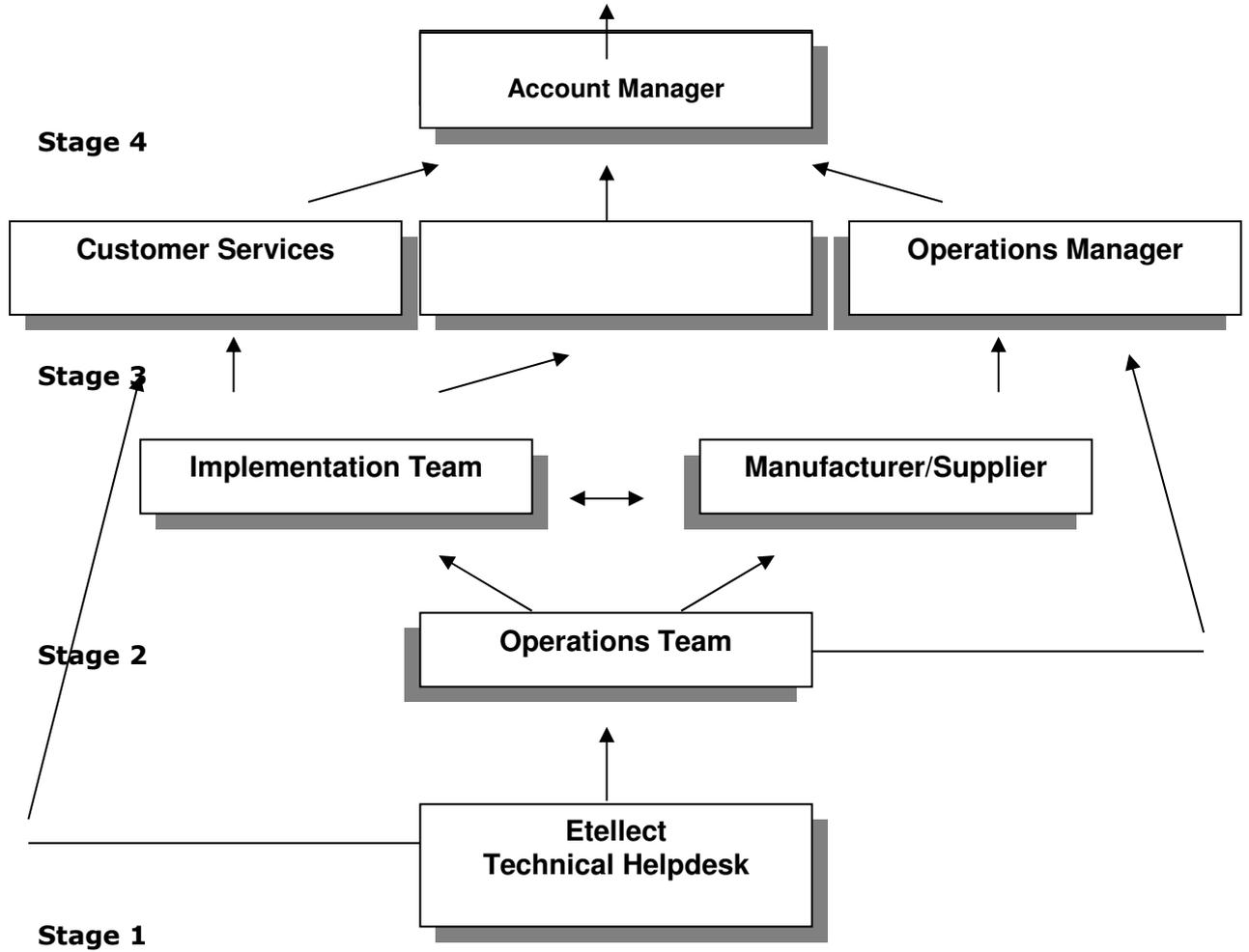
- 3.3.8 Although Etellect will use its reasonable commercial endeavors to clear any Fault within the shortest possible time, the Customer should be aware that it is impossible for Etellect to guarantee any time limits.

3.4 Recurring and intermittent faults

- 3.4.1 Etellect will use its reasonable commercial endeavours to record the cause of all Faults and monitor them to try and isolate recurring or intermittent Faults.
- 3.4.2 Etellect's Representative may request certain Fault details from the Customer in order to rectify a recurring or intermittent Fault. The Customer may be asked to record certain information relating to recurring or intermittent Faults; the Customer must comply with any such request.
- 3.4.3 A Fault may be closed by Etellect if it is found to be and recorded as "no fault found" or "right when tested," even if an investigation is ongoing to isolate a recurring or intermittent fault.

Chart 1: Escalation

Escalation Procedure Flow Chart



4 Reparation for Service failure

4.1 Availability

4.1.1 Any Customer Component is classed as being unavailable during the Fault Duration.

4.2 Service Credits

4.2.1 Subject to clause 4.2.3 below, if the availability of any Customer Component falls below the limits specified for the relevant Component in Appendix B below Etellect will make available to the Customer the Service Credits relevant to that Component, computed in accordance with clause 4.2.4 below. Service Credits are made available by Etellect for use by the Customer to pay for future Etellect services.

4.2.2 Etellect reserves the right to set off, withhold or counterclaim any Service Credits against any money owed or payable by the Customer to Etellect.

4.2.3 Service Credits in any year cannot exceed the total annual subscription for the relevant Service.

4.2.4 Service Credits will be calculated on a monthly basis as follows:-

4.2.4.1 in the case of a single qualifying Fault for which the Fault Duration has exceeded the Single Fault Credit Qualification Period for the relevant Component, Etellect will make available a Service Credit of 5% of the monthly subscription of the relevant Component, calculated as described in clause 4.2.4.3 below;

4.2.4.2 in respect of Faults for which the Fault Duration exceeds the target Time To Restore, but not the Single Fault Credit Qualification Period, the amount of any such excess time shall be recorded for each Component. Where the cumulative sum of such excess times for a particular Customer Component within any monthly period exceeds the Accumulated Fault Credit Qualification Period for that Component, Etellect will make available a Service Credit of 10% of the monthly subscription of the relevant Component, calculated as described in clause 4.2.4.3 below;

4.2.4.3 the monthly subscription relating to a Customer Component, where not specifically agreed in writing with the Customer, will be calculated by dividing the monthly subscription for the relevant Service by the number of Customer Components in the relevant Service. Where the invoiced subscription period for the relevant Service is greater than one month, the monthly subscription will be calculated by dividing the invoiced subscription for the relevant Service by the number of months in the invoiced period.

APPENDIX A : TECHNICAL HELPDESK INFORMATION

Contact Details

Telephone number: +44 141 883 8001
Fax number: +44 141 883 8150
Out of Hours: 07968 330 602
E-mail address: support@etellect.com
Website: www.etellect.com

Or as notified to the Customer.

Hours of Cover

09.00 to 17.00

17.01 to 8.59 (Out of Hours Support – Additional costs may apply)

Notification Methods

The Customer will be notified of Fault progress, escalation and resolution in one of the following ways:

- (1) By e-mail,
- (2) By telephone,
- (3) By fax, or
- (4) By another method considered appropriate by Etellect Customer Services Department.
- (5) Instant Message System

APPENDIX B : COMPONENTS

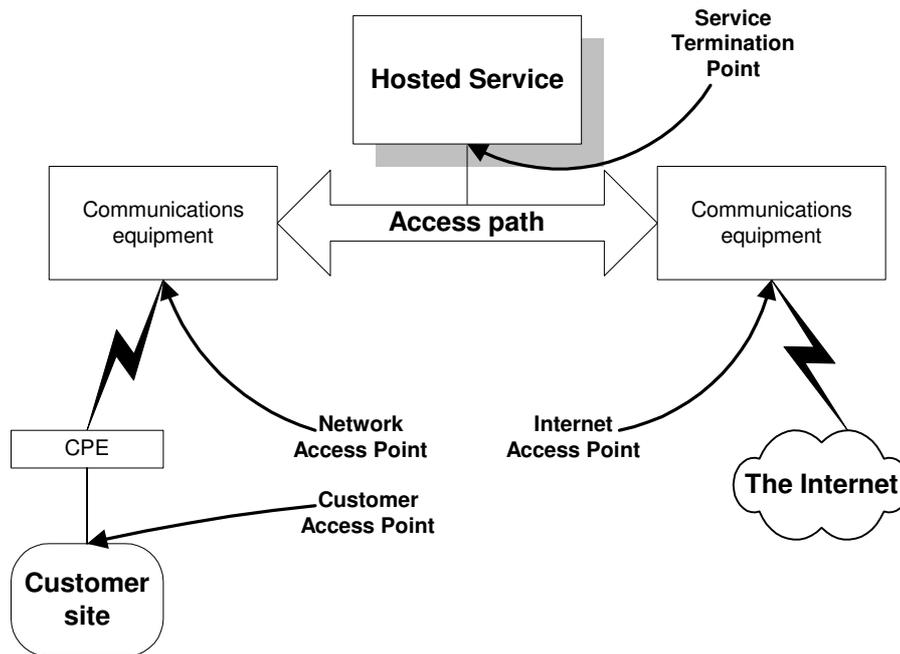
The following pages describe, for each standard Component:

1. Service description
2. Boundaries
3. Monitoring
4. Reporting
5. Performance targets
6. Service credits

The Definitions set out below apply throughout the descriptions of the following Components:

- (a) Domain Name System
- (b) Electronic Mail
- (c) Internet Bandwidth
- (d) Web Hosting
- (e) Dedicated Web Hosting
- (f) Domain Registration

Definitions



Definitive Terms

Name	Abbreviation	Description
Internet Access Point	IAP	The interface on Etellect communications equipment which has the closest network proximity to that of other Internet Service Providers (ISPs), including facilities provided by Internet exchanges.
Network Access Point	NAP	The point on Etellect Core Network where the primary connection from the Customer's site terminates.
IP	IP	Internet Protocol as defined by RFC 791,950,919 and 922 (Collectively STD5)
Service Termination Point	STP	The TCP/IP port configured on a Hosted Service through which the Hosted Service is delivered.
Access Path		The route across which communications traffic flows between the NAP, the STP and the IAP, including communications equipment owned by Etellect and located in its premises.
Core Network		The network operated by Etellect- including Hosted Services and the Access Path - the boundaries of which are the NAP and, where appropriate to the service, the IAP.
Customer Premises Equipment	CPE	The communications hardware on the Customer's and/or End User's site which is used to connect directly to the communications line. This is usually either a router, a modem or an ISDN terminal

		adapter.
Customer Access Point	CAP	The point at which the Customer's equipment is connected to the CPE. Such equipment is usually either a PC or the Customer's network hardware.
Hosted Service		Hardware and software Components, located within Etellect Core Network which deliver a service as defined in the individual Component descriptions. Hosted Services are accessed by End Users via the Access Path. Hosted Services are provided by Etellect at one of its network operation centres. The choice of this location is agreed between Etellect and its suppliers, taking account of Etellect judgment about the best location for the Component to provide optimum performance and reliability.
HTTP	HTTP	Hypertext Transfer Protocol as defined by RFC 2616
Service Termination Point	STP	The TCP/IP port configured on a Hosted Service through which the Hosted Service is delivered.
HTML	HTML	Hypertext Markup Language as defined by the W3C
Web		A collection of multimedia material accessed using HTTP
URL	URL	Uniform Resource Locator as defined by RFC 1738 as updated
CPU		Central Processing unit
RAM		Random Access Memory
POP3		Post Office Protocol 3 as defined by RFC 1939, 1957 and 2444 (Collectively STD0053)
MIME		Multipurpose Internet Mail Extensions as defined by RFC 2045, 2044, 2184, 2231 and 2646
SPAM		Unsolicited electronic mail arising from broadcast techniques used by third parties over the internet, aimed at dissemination of advertising and other promotional material considered by most recipients to be a nuisance.
LAN		Local Area Network – the collection of hardware, software and communications equipment which facilitates the interpretability of computer systems in a single geographical location.
CGI		Common gateway interface as defined by the W3C
W3C		The World Wide Web Consortium

(a) Domain Name System

1. Service description

Etellect Domain Name System (DNS) service is a Hosted Service which comprises DNS servers and associated hardware, software and communications equipment capable of:

- Providing a global domain name to IP address resolution service to Customers' computers;
- Providing a domain name registration service, allowing users on the Internet to resolve Customer's domain names to IP addresses;
- Providing additional DNS registration services, e.g. mail domain forwarding.

The facilities available will be some or all of the above, depending on the Etellect service purchased by the Customer.

The service is accessed by End Users across an Access Path provided as part of Etellect overall services.

2. Service boundaries

Etellect is responsible for providing and supporting of the hardware, operating system and applications software, which comprise the DNS service.

Etellect is not responsible for the content of domain names sent or received using this platform nor for any applications software used by the customer to access the service.

3. Monitoring

Etellect will monitor the DNS service to:

- ascertain availability of the hardware and operating system;
- ascertain availability of the DNS servers;
- measure percentage of total system capacity being used;
- confirm that domain names can be resolved using the service;
- confirm that domain names registered on the server can be resolved from the Internet.

4. Reporting

Etellect will provide reports which identify system availability and system loading. These reports will be reported via a Web interface.

5. Performance targets

5.1 Availability

For the DNS server, measured at the STP, Etellect aim for an average availability of service of 99.5%

5.2 Capacity

Etellect shall at its absolute discretion, and calculated on its reasonable judgment of the predicted capacity requirements of the service select and provide the power and number of CPUs, and the amount of RAM and disk space to be allocated to this service.

On this basis Etellect aims for the server to have an average peak loading of no more than 85%.

Etellect can give no guarantees relating to availability or name resolution accuracy of servers on the Internet as it has no control over the operation of these.

5.3 Time to Restore

Etellect target Time to Restore for the server is 5 hours or less for 98% of qualifying Faults.

6. Service credits

Single Fault Credit Qualification Period	Target Time to Restore plus 5 hours
Accumulated Fault Credit Qualification Period	24 hours

(b) Electronic Mail

1. Service description

Etellect Electronic Mail Service is a Hosted Service which comprises mail servers and associated hardware, software and communications equipment capable of:

- a) Exchanging messages for specified email domains with other SMTP servers located within and outside the Core Network;
- b) Receiving email messages from SMTP clients allowed access to Etellect Core Network;
- c) Holding email messages in mailboxes and allowing password protected interrogation of these mailboxes and retrieval of messages from them using POP3 clients allowed access to Etellect Core Network;
- d) Holding email messages in mailboxes and allowing password protected interrogation of these mailboxes and retrieval of messages from them using Web browsers through an HTML interface provided by Etellect within its Core Network.

The facilities available will be some or all of the above, depending on the Etellect product purchased by the Customer.

The service allows files to be attached to mail messages according to MIME formatting.

2. Boundaries

Etellect is responsible for provision and support of the hardware, operating system and applications software, which comprise the Electronic Mail service.

Etellect is not responsible for the content of the mail messages sent or received using this platform nor for any applications software used by the Customer to access the Electronic Mail service.

Etellect will use reasonable efforts to protect the Electronic Mail service against email 'SPAM' from the Internet in order to avoid service disruption, but gives no guarantee that unsolicited email messages will not be received by the Customer.

3. Monitoring

Etellect will monitor the Electronic Mail service to:

- ascertain availability of the hardware and operating system;
- ascertain availability of the mail servers;
- measure percentage of total system capacity being used;
- confirm that electronic mail messages can be sent between two test mailboxes on the server using a remote connection;
- confirm that electronic mail messages can be sent and retrieved using the HTML interface for a text mailbox;
- confirm that mail messages can be exchanged with other SMTP servers hosted elsewhere on the Internet.

4. Reporting

Etellect will provide reports which identify system availability and system loading. These reports will be reported via a Web interface.

5. Performance targets

5.1 Availability

For the mail server, measured at the STP, Etellect aim for an average availability of service of 99.5%

5.2 Capacity

Etellect shall at its absolute discretion, and calculated on its reasonable judgment of the predicted capacity requirements of the service, select and provide the power and number of CPUs, and the amount of RAM and disk space to be allocated to this service.

On this basis Etellect aims for the server to have an average peak loading of no more than 85%.

Target mean message delivery time between local users is 10 minutes.

Target maximum message delivery time between local users is 25 minutes.

Etellect can give no guarantees for message exchange with other SMTP servers on the Internet as it has no control over the operation of these.

5.3 Time to Restore

Etellect target Time to Restore for the server is 5 hours or less for 98% of qualifying Faults.

6. Service credits

Single Fault Credit Qualification Period	Target Time to Restore plus 5 hours
Accumulated Fault Credit Qualification Period	24 hours

(c) Internet Bandwidth

1. Service description

Etellect Internet Bandwidth service comprises communications equipment and other support systems that enable Etellect Hosted Services and server applications at the Customer's site and on the Internet to communicate with one another.

The service is accessed by End Users across an Access Path provided as part of the overall Etellect service.

2. Boundaries

Etellect is responsible for provision and support of the hardware and other systems which comprise the Internet Bandwidth service.

Etellect is not responsible for the content of traffic sent or received using this platform nor for any applications software or telecommunications hardware used by the Customer to access the service unless agreed in writing.

3. Monitoring

Etellect will monitor the Internet Bandwidth service to:

- ascertain availability of the communications support systems;
- measure percentage of total system capacity being used;
- confirm that IP traffic can be sent from the Etellect network to other points on the Internet via the Internet Bandwidth service.

It is not possible to guarantee the availability of access to other service providers' networks.

4. Reporting

Etellect will provide reports which identify system availability and system loading. These reports will be reported via a Web interface.

5. Performance targets

5.1 Availability

For the Internet Bandwidth service, measured at the IAP, Etellect aim for an average availability of service of 99.5%

5.2 Capacity

Etellect shall at its absolute discretion, and calculated on its reasonable judgment of the predicted capacity requirements of the service, select and provide the telecommunications equipment and support systems for this service.

On this basis Etellect aims for the service to have an average peak loading of no more than 85%.

Etellect can give no guarantees for response times/availability to servers on the Internet as it has no control over the operation of these.

5.3 Time to Restore

Etellect target Time to Restore for the service is 5 hours or less for 98% of qualifying Faults.

6. Service credits

Single Fault Credit Qualification Period	Target Time to Restore plus 5 hours
Accumulated Fault Credit Qualification Period	24 hours

(d) Web Service Provision

1. Service Description

Etellect's Web Service is a Hosted Service which comprises a Web server(s) and associated components which are capable of:

- a) serving Web Services to be consumed by end customers via the Internet;
- b) accepting, via a password-protected account, Web Services from suitable configured browser or Application of the customer's choosing.

Etellect is responsible for delivering the service to end customers and customers do not have any access to the Web Service Servers or associated hardware apart from the delivered Web Service URLs.

2. Boundaries

Etellect is responsible for provision and support of the hardware and other systems which comprise the Web Service.

3. Monitoring

Etellect will monitor the Internet Bandwidth service to:

- ascertain availability of the communications support systems;
- measure percentage of total system capacity being used;
- confirm that IP traffic can be sent from the Etellect network to other points on the Internet via the Internet Bandwidth service.

It is not possible to guarantee the availability of access to other service providers' networks.

4. Reporting

Etellect will provide reports which identify system availability and system loading. These reports will be reported via a Web interface.

5. Performance targets

5.1 Availability

For the Internet Bandwidth service, measured at the IAP, Etellect aim for an average availability of service of 99.5%

5.2 Capacity

Etellect shall at its absolute discretion, and calculated on its reasonable judgment of the predicted capacity requirements of the service, select and provide the telecommunications equipment and support systems for this service.

On this basis Etellect aims for the service to have an average peak loading of no more than 85%.

Etellect can give no guarantees for response times/availability to servers on the Internet as it has no control over the operation of these.

5.3 Time to Restore

Etellect target Time to Restore for the service is 5 hours or less for 98% of qualifying Faults.

6. Service credits

Single Fault Credit Qualification Period	Target Time to Restore plus 5 hours
Accumulated Fault Credit Qualification Period	24 hours

(e) Dedicated Web Hosting

1. Service Description

Etellect's Dedicated Web Hosting Service is a Hosted Service which comprises a Web server and associated components dedicated to the use of a single customer which is capable of:

- a) serving Web pages and ancillary material and files from a host dedicated to the customer to a suitably configured Web Browser;
- b) accepting, via a password-protected account, Web pages and ancillary material for publishing in a host dedicated to the Customer from suitable configured software.

The service provides for the customer to install additional software to support their Web applications.

Customers may install their own software on the server, but it is the customer's responsibility to ensure that the software installed will not adversely affect the server. Etellect take no responsibility for software installed by the customer.

Customers are also responsible for virus checking all software and other information before installation.

2. Boundaries

2.1 Hardware

This product includes the rental of server hardware, and a connection to the Core Network

The precise hardware specification will vary with time as new enhancements are released, however the exact specification implemented for a particular customer will form part of the documentation.

The standard platform will not support redundant disc systems, dual power supplies or dual network interface cards (additional options are available to provide this as separate products).

Etellect will also provide a protected power supply to the server, where both uninterruptible power supply (UPS) units and generators back the mains power supply.

The customer is entirely responsible for ensuring that the hardware specified is adequate to satisfy the capacity required by their application.

2.2 Software

This product includes (on the rented platform) a copy of Microsoft Windows Server 2008 or above, with Microsoft Internet Information Server 7.5 (IIS), appropriate drivers to connect to the network connection provided and any other drivers necessary to support hardware specified in the product definition.

2.3 Network Connection

Included in this product is a single connection to the Etellect Core Network.

2.4 Firewall

The Etellect firewall will be configured to allow HTTP access to the server from any host, and FTP and remote control access from an address nominated by the customer.

In addition, Etellect will configure access through the firewall as necessary to allow its monitoring and administration tools to be used to support the service.

Changes to this standard configuration are chargeable.

2.5 Installation and Configuration

Etellect will physically install the hardware.

Etellect will install the software described in section 2.2 ("Software"), and will configure the server such that it can access the hardware described in section 2.1 ("Hardware"), including access to discs and CD-ROM drives installed in the server, and access to the Etellect Core Network.

The precise details of the configuration are given in the document "Etellect Standard Hosted Server Build", the current version of which is available on request.

It is the responsibility of the customer to ensure compatibility of their applications software with the standard build.

In cases where the customer requires anything other than the standard build, then the software environment - including the operating systems, database systems, etc. supplied by Etellect- should be installed and managed by the customer.

Etellect will configure the server such that it can access the Etellect Core Network (or the Internet if the Internet Transit product has been purchased) using the TCP/IP protocol.

2.6 Hardware Support

Etellect will provide hardware support for the server, to meet the service level defined in this SLA.

2.7 Software Support

Etellect will support those components of the Windows NT operating system and IIS4 such that the server is capable of:

- Responding to an ICMP Echo request as defined in RFC 792 from the Etellect Core Network (or from the Internet if Internet Bandwidth is included in the product which has been purchased).
- Correctly delivering a simple HTML document to a client on the Etellect Core Network (or on the Internet if Internet Bandwidth is included in the product which has been purchased) using the HTTP protocol.

If these tests can be performed successfully, (and, where Internet Bandwidth is included in the product which has been purchased, within the provisions described under the section in this SLA relating to this) the server will be classed as "available", and Etellect will regard its obligations under the SLA as complete.

Etellect do not support or warranty any software installed by the customer. Management and maintenance of any such software is the responsibility of the customer, as is correction of any faults caused by software installed by the customer.

If the customer makes any changes to the system or configuration, which causes problems, which affect the normal operation of the service, Etellect will charge for reasonable time and materials to resolve the problem.

2.8 Upgrades

Etellect will, at its sole discretion, apply any free updates provided by the manufacturer to the software that it supports, once we have assured ourselves that the upgrade will not cause problems with the systems we support.

This updated configuration will then constitute the standard build.

It is the responsibility of the customer to ensure that the upgrade is compatible with any applications they have installed.

We will inform the customer before an upgrade takes place to obtain positive confirmation to proceed.

If for any reason the customer does not wish their system to be upgraded or wishes their system to be upgraded prior to the completion of reliability testing, the management of the server becomes the responsibility of the customer until such time as the server is brought back in line with the standard build.

Etellect takes no responsibility for failure of software installed by the customer, which may or may not be caused by the installation of the upgrade software.

2.9 Backups

Etellect do not provide any backup of data or applications stored on the server as part of this service.

Backup options are available as additional services.

It is the responsibility of the customer to ensure that the information on the server is backed up, and that they can restore it if required.

In the event of a serious failure of the server hardware, Etellect undertake to provide a replacement server configured to the standard build within the designated time period. Restoring customer applications and data is the responsibility of the customer.

2.10 Passwords

The customer will be provided with an administration account separate from Etellect's administration account for the purpose of installing and managing any applications they require.

Should the customer disable Etellect's administration access to the server (whether deliberately or not), Etellect's obligation to support the server will extend only to the hardware components of the service until such time as administrative access is restored.

2.11 Remote Access

Etellect will provide remote access software to allow the customer to remotely control the server across the network.

A license to use this software on a single workstation to connect only to the server hosted by Etellect will be provided as part of the service.

2.12 Management of Disc Space

Etellect will configure the operating system, web server and database management systems to produce log files in such a way that old data are purged.

Management of applications log/temporary files is the customer's responsibility.

2.13 Service Termination Point

The Service Termination Point (STP) for this service is the interface between the server and the Etellect Core Network.

3. Monitoring

Etellect will monitor the Dedicated Web Hosting Service to:

- Ascertain availability of the hardware and operating system.
- Ascertain availability of the Dedicated Web Hosting Service.
- Measure percentage of total system capacity being used.
- Confirm availability of test pages on the Server to a Web Browser using a remote connection.

In the event of problems with the service, Etellect will notify the customer by sending an e-mail to an address nominated by the customer.

Etellect do not provide any statistics on web site activity within the standard product, however an option exists to have web statistics software installed.

4. Reporting

Etellect will provide reports that identify system availability and system loading. These reports will be reported via a Web interface.

5. Service performance targets

5.1 Availability

For the Dedicated Web Hosting Service, measured at the STP, Etellect aim for an average availability of service of 99.5%

5.2 Capacity

The customer is entirely responsible for ensuring that the system specified is adequate to satisfy the capacity required by their application.

5.3 Time to Restore

Etellect's target for Time to Restore for the Service is 10 hours or less for 98% of qualifying faults.

6. Service credits

Single Fault Credit Qualification Period	Target Time to Restore plus 1 day
Accumulated Fault Credit Qualification Point	24 hours

(f) Domain Registration

1. Service Description

Etellect's Domain Registration Service is offered on the following basis:

- a) All domains registered and managed by Etellect are done so in full compliance with the associated domain registration authority and are subject to their Terms and Conditions of use.
- b) Any domain that is registered and / or managed with Etellect is automatically renewed 30 days prior to the renewal date.
- c) Automated emails are sent out 90 days prior to the renewal date to the owner domain email address and in accordance with the recommendations of the domain registration authority and in conformance with their procedures.

2. Nominet Domains

Etellect registers .uk, .co.uk and .org.uk and other uk based domains, directly with Nominet under the tag ETELLECT and is bound and adheres to all policies as described within the Nominet domain name and Purchase terms and conditions that can be viewed from the link below.

Etellect is a registered Nominet Channel Partner and adheres in full to the Nominet code of practice and terms of use.

3. Top Level Domains

Etellelect also partners with Open SRS to provide domain registration for international domain names. Open SRS are a fully accredited ICANN registrar and Etellelect is fully compliant with all procedures and codes of practice as recommended by ICANN and Tucows inc.