

Colocation - Service Level Agreement

Vaioni place great emphasis on a reliable and robust service to its customers. To backup this commitment, Vaioni have put in place an industry leading SLA to help customers understand that Vaioni enforce a quality service. Below details the various elements to the SLA and should incorporate everything necessary.

30 Minute Reboot Guarantee

Should your server stop responding it's vital for your business to get it rebooted as quickly as possible.

We guarantee that we will reboot your server within 30 minutes during business hours - Simply put in a reboot request via 0870 160 0650 and we'll do the rest.

99.95% Connectivity - Money Back Guarantee

Thanks to the power and resilience of the Vaioni network infrastructure, we can guarantee that our network will be available 99.95% of the time.

If you find that we fail to meet this promise, we will reimburse you following the guidelines set below.

Bandwidth Guarantee

We guarantee that we'll always have enough bandwidth available to service every single customer at their full capacity, so your site will never be slowed down by oversold bandwidth.

Price Freeze

We will never put your prices up and that's a guarantee - what you pay today you will pay tomorrow even if the price changes to new customers.

Warranty Parts and Labour

Our Parts and Labour warranty will cover all parts and labour costs involved in event of a hardware related server failure.

The Company warrants that its supply of access to the Internet shall be available at a level not less than 99.95% per month - the "Standard Service Level Guarantee".

This warranty excludes:

1.1 failures of network/equipment/circuits not operated by the Company

1.2 failures of circuits external to the Company's premises

2 Notification of Outage and Service Interruption Events — as part of an additional Service Level Agreement:

2.1 An outage or service interruption event is defined when the second ping test fails or when the Customer notifies the Company, which will be carried out in the first instance by use of the online form and then as per the escalation procedure put in place by mutual agreement.

2.2 The Company shall notify the Customer via the service status page of an outage or service interruption event within 30 minutes of such an outage being officially recorded

3 In the event of suspension of Service due to a technical fault in the network or act of God, the Company will use all possible endeavour to resume service with minimum delay but will



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not be responsible for loss suffered by the Customer.

4 The Company may suspend the Service from time to time for necessary technical reasons and network upgrades without invalidating its Service Level Guarantee set out above provided that 1 days notice via the Company’s network status page, email or phone call has been given to the Customer and the period of suspension is not more than one hour.

5 If the event reported as per the escalation procedure is confirmed by the Company, then the Customer will receive service credit as calculated by the following formula:

The Availability of the service shall be calculated at the end of each month in accordance with the following formula:

$$A = (X - Y) / (X - \text{planned outages}) \times 100$$

Where:

“A” the Availability of the service (expressed as a percentage).

”Y” Minutes of downtime in 1 calendar month

“X” Total minutes in 1 calendar month based on 1 minute past midnight on the 1st to midnight on the last day of the month.

Calculation of Downtime

Downtime is calculated from the time of notification of a fault by either the Company or the Customer, and ends when the service is restored to full working order. These times will be logged and notified via e-mail.

Compensation Calculations

Service Level Guarantee

In the event that availability falls below the guaranteed level of 99.95% in any particular month, then Vaioni shall credit the Customer using the following guide:

Availability

% Reimbursement rate

(% of monthly bandwidth charge) Maximum outage period (hours)

Above 99.75	2.23 hours
99.0 — 99.69	10 7.44
95.00—98.99	15 37.2
90.00—94.99	20 74.4
85.00—89.99	25 111.6
80.00—84.99	30 148.8
Below 79.99	40 Exceeds 150 hours

“Availability” means the availability of a Server or Web Site as demonstrated by means of a trace route program.



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