

**COLOCATION SERVICES AGREEMENT**

Definitions:

**Signum Corporate Communications Ltd:** Incorporated in England under number 04473901, whose registered office is at: Consort House, 15 De Montfort Place, Leicester, LE1 7GZ.

**The Customer:**

**1. DOCUMENT CONTROL**

<b>Version Number:</b>	<b>Date:</b>	<b>Amendment Details:</b>
1.0	13 <sup>th</sup> August 2012	Final Version.

**Document accepted by The CUSTOMER:**

Name..... Date.....

Signature .....

Position .....

**Document authorised by Signum Corporate Communications Ltd:**

Name                      Date:

Signature .....

Position:

This agreement between Signum Corporate Communications Limited and The Customer is effective upon execution and acceptance by Signum Corporate Communications Limited of a Service Description Schedule and SLA Schedule. This agreement may be modified from time to time as deemed necessary by Signum Corporate Communications Limited on agreement with The Customer such agreement not to be unreasonably withheld.

THEREFORE, in consideration of the mutual covenants contained herein, Signum Corporate Communications Limited and The Customer (collectively the "parties") hereby agree as follows:

## **2. LICENSE TO COLOCATE:**

A. This document shall comprise a complete and binding agreement between The Customer and Signum Corporate Communications Limited only upon execution by Signum Corporate Communications Limited and The Customer of a service Description and SLA Schedules pertaining to the Data Centre in which Signum Corporate Communications Limited has a leasehold interest. The Service Description and SLA Schedules, and any amendments thereto, when dated and subscribed by The Customer and Signum Corporate Communications Limited shall incorporate the terms and conditions of this Agreement. In the event of any conflict or inconsistency between this Agreement and the terms set forth in the Service Description and SLA Schedules, terms of the Service Description and SLA Schedules shall in all cases prevail.

B. The Customer has read, understands and agrees to these colocation terms.

C. The Customer shall utilise the colocation space only for interconnection of the Equipment to the network services of Signum Corporate Communications Limited or as agreed in the Service Description and SLA Schedules.

D. The Customer shall be required to maintain the colocation space in an orderly manner and shall be responsible for the removal of trash, packing cartons, etc. from the colocation space. Further, The Customer shall maintain the colocation space in a safe condition, including but not limited to the preclusion of storing combustible materials in the colocation space.

E. Servers may not be used for storage or transmission of material illegal in the hosting country, may not be used as platforms for hacking, cracking, denial of service attacks, or any activity which degrades network performance for others on Signum's network or other networks, spamming newsgroups, or unsolicited bulk e-mail. Signum Corporate Communications Limited reserves the right to remove The Customer's server(s) from Signum Corporate Communications Limited's network at any time Signum Corporate Communications Limited's sole discretion for any of the above reasons, and no service credit will be provided.

F. The Customer acknowledges that it is The Customer's responsibility to ensure that all equipment and software is patched to the appropriate level to protect against any exploits that may impact its performance or the performance of any aspect of the Signum Corporate Communications Limited network. The Customer acknowledges that Signum Corporate Communications Limited has the right to take any collocated or dedicated equipment off-line in the event that an exploit is discovered which may in any way adversely impact The Customer's systems or Signum Corporate Communications Limited's network to any degree without notice and without any liability on Signum Corporate Communications Limited's part.

G. The Customer acknowledges that it has been granted only a license to occupy the colocation space and that it has not been granted any real property interests in the colocation space.

## **3. ADDITIONAL SERVICES:**

A. Bandwidth: Internet Connectivity Services, if any, are described in the Service Description and SLA Schedules.

B. Labour: Labour (e.g. system administration, remote eyes and hands), if any, are described in the Service Description and SLA Schedules.

## **4. TERM OF AGREEMENT, TERMINATION AND RENEWAL:**

A. The Customer's license to occupy the colocation space shall begin on the "Requested Service Date", as set forth in the Service Description and SLA Schedules. The minimum term of The Customer's license to occupy the colocation space shall be the period set forth in the Service Description and the SLA Schedules (the "Minimum Term".)

B. Following the expiration of the Term for the colocation space, The Customer's license shall continue in effect on a month-to-month basis upon the same terms and conditions specified herein, unless terminated by Signum Corporate Communications Limited upon 90 day's prior written notice.

C. Upon termination or expiration of the Term for the colocation space, The Customer agrees to remove the Equipment and other property that has been installed by The Customer or The Customer's agent. In the event such Equipment and other property that has not been removed within 10 days of the effective termination or expiration date, the Equipment shall be deemed abandoned and The Customer shall lose all rights and title thereto.

D. In the event that the Data Centre becomes the subject of a taking by eminent domain by any authority having such power, Signum Corporate Communications Limited shall have the right to terminate this Agreement. Signum Corporate Communications Limited shall attempt to give The Customer reasonable advance notice of the removal schedule. The Customer shall have no claim against Signum Corporate Communications Limited for any relocation expenses, any part

of any award that may be made for such taking or the value of any unexpired term or renewed periods that result from a termination by Signum Corporate Communications Limited under this provision, or any loss of business from full or partial interruption or interference due to any termination. However, nothing contained in this Agreement shall prohibit The Customer from seeking any relief or remedy against the condemning authority in the event of an eminent domain proceeding or condemnation that affects the colocation space.

E. Any option granted to The Customer to renew its license to occupy the Space shall be contingent on the election by Signum Corporate Communications Limited to continue to own or lease the premises in which the Space is located for the duration of the Renewal Period(s), such election to be exercised at the sole discretion of Signum Corporate Communications Limited.

## **5. PRICES AND PAYMENT TERMS:**

A. The Customer shall pay Signum Corporate Communications Limited monthly recurring fees (the "Recurring Fees"), which shall include charges for use and occupancy of the colocation space (the "Occupancy Fees"), connectivity (or cross-connect fees, if applicable), power charges, if applicable, and system administration. In addition to any Recurring Fees, The Customer shall be charged non-recurring fees for set-up of the colocation space (the "Set-up charges"), including, where applicable, cross-connect installation fees and/or Dispatch Labour Charges, where applicable, which shall be set forth in the relevant Service Description and SLA Schedules and the Exhibits thereto. If The Customer requests that Signum Corporate Communications Limited provide services not delineated herein or in the Service Description and SLA Schedules at any time during the Term, The Customer agrees to pay Signum Corporate Communications Limited's price for such services in effect at the time such service was rendered.

B. The Occupancy Fee and/or Power Charges shall be increased to reflect any increase incurred by and required under the lease relevant to the Premises in which the colocation space is located. The Customer shall pay to Signum Corporate Communications Limited its pro rata share of any such increases. Signum Corporate Communications Limited shall notify The Customer of any such increase as soon as practicable.

C. All Recurring Fees (if applicable) shall be invoiced at the beginning of each month. All fees for electricity and bandwidth excess usage shall be invoiced at the beginning of each month for the previous month's usage. All payments will be taken by Direct Debit. All Recurring Fees and all Fees for electricity and bandwidth excess usage shall be payable net 10 days from the date of invoice and prior to the beginning of the invoice period. The Customer shall be subject to late charges if payment is not received within the payment term period. The late payment charges will be calculated based on 1.5% per month of the unpaid amount plus a £50 late fee per invoice.

D. Charges delineated in the Service Description and SLA Schedules for set-up of the colocation space shall be invoiced and paid by The Customer when invoiced. Signum Corporate Communications Limited may require payment of the "Set-up Fees" prior to commencing construction.

E. The Customer agrees to reimburse Signum Corporate Communications Limited for all reasonable repair or restoration costs associated with damage or destruction caused by The Customer's personnel, The Customer's agent(s) or The Customer's suppliers/contractors or The Customer's visitors during the Term or as a consequence of The Customer's removal of the Equipment or property installed in the colocation space.

## **6. ADDITIONAL TERMS:**

A. Before beginning any delivery, installation, replacement or removal work, The Customer must obtain Signum Corporate Communications Limited's approval of the Customer's choice of suppliers and contractors which approval shall not be unreasonably withheld or delayed. Signum Corporate Communications Limited may request additional information before granting approval and may require scheduling changes and substitution of suppliers and contractors as conditions of its approval. Approval by Signum Corporate Communications Limited is not an endorsement of The Customer's supplier or contractor, and the customer will remain solely responsible for the selection of the supplier or contractor and all payments for construction work.

B. The Customer shall not make any construction changes or material alterations to the interior or exterior portions of the colocation space, including any cabling or power supplies for the Equipment, without obtaining Signum Corporate Communications Limited's written approval for The Customer to have the work performed or have Signum Corporate Communications Limited perform the work. Signum Corporate Communications Limited reserves the right to perform and manage any construction or material alterations within the Data Centre and colocation space areas at rates to be negotiated between the parties hereto.

C. The Customer's use of the colocation space, installation of Equipment and access to the Data Centre shall at times be subject to The Customers adherence to the generally accepted industry standards, security rules and rules of conduct established by Signum Corporate Communications Limited for the Facility. The Customer agrees not to erect any signs

or devices to the exterior portion of the colocation space without submitting the request to Signum Corporate Communications Limited and obtaining Signum Corporate Communications Limited's written approval.

D. The Customer may not provide, or make available to any third party, colocation space within the colocation space Signum Corporate Communications Limited's prior written consent. If The Customer should provide, or make available to any third party, colocation space within the colocation space without obtaining the written consent of Signum Corporate Communications Limited, The Customer shall be in breach of this Agreement and Signum Corporate Communications Limited may pursue any legal or equitable remedy, including but not limited to 9, the immediate termination of this agreement.

E. Signum Corporate Communications Limited shall not arbitrarily or discriminatorily require The Customer to relocate the Equipment; however, upon 30 days prior written notice or, in the event of an emergency, such time as may be reasonable, Signum Corporate Communications Limited reserves the right to change the location of the colocation space or the Data Centre to a site which shall afford comparable environmental conditions for the Equipment and comparable accessibility to the Equipment. Signum Corporate Communications Limited and The Customer will work together in good faith to minimise any disruption of The Customer's services as a result of such relocation. Signum Corporate Communications Limited shall be responsible for the cost of improving the colocation space to which the Equipment may be relocated, and for relocation of Equipment interconnected to Signum Corporate Communications Limited services, except that Signum Corporate Communications Limited Shall not be responsible for relocating facilities installed in violation of this Agreement.

## 7. IP ASSIGNMENT:

Signum Corporate Communications Limited may designate for The Customer's use on a temporary basis a reasonable number of Internet Protocol Addresses ("IP Addresses") from the address space assigned to Signum Corporate Communications Limited, and are temporarily designated for The Customer's use as part of the Services, and are not portable as such term is used by RIPE. Signum Corporate Communications Limited reserves the right to change IP Address designations at any time. Signum Corporate Communications Limited shall use reasonable efforts to minimise inconvenience to The Customer resulting in such changes, and shall give the customer 30 days notice of changes (when within Signum Corporate Communications Limited's control). The Customer agrees that it will have no right to use IP Addresses assigned to Signum Corporate Communications Limited upon termination of this agreement, and that any change in IP Addresses The Customer may need to make after termination of this Agreement shall be at the sole responsibility of The Customer.

## 8. INSURANCE:

The Customer agrees to maintain, at the Customer's expense, during the entire time this Agreement is in effect for each colocation space

- (i) Comprehensive General Liability Insurance in an amount not less than one million pounds (£1,000,000.00) per occurrence for bodily injury or property damage,
- (ii) Employers Liability in an amount of not less than five million pounds (£5,000,000.00) per occurrence.

Prior to taking occupancy of the colocation space, The Customer shall furnish Signum Corporate Communications Limited with certificates of insurance which evidence the minimum levels of insurance set forth herein and which name Signum Corporate Communications Limited as an additional insured. The Customer shall also maintain sufficient property insurance to cover any Equipment placed in the colocation space.

The Customer acknowledges that whilst Signum Corporate Communications Limited will have insurance to cover the replacement costs of the Customer's hardware against accidental damage, Signum Corporate Communications Limited will not cover the value of any software, lost data, or any other information and that it Signum Corporate Communications Limited's recommendation that The Customer take out an additional insurance to cover any information or liability that The Customer may incur as a result of such loss.

## 9. DEFAULT:

A. If The Customer fails to perform its obligations, or fails to pay for services rendered hereunder, Signum Corporate Communications Limited may, at its sole option and with written notice, issue a default notice letter to The Customer, demanding the default condition be cured. If the default condition is not remedied within the time period specified in the notice letter, which shall not be less than fourteen (14) calendar days, Signum Corporate Communications Limited may then, without the necessity of any further notice, discontinue performance and terminate this Agreement, for default, and pursue any other remedies available at law or in equity. Signum Corporate Communications Limited's failure to exercise any part of its rights hereunder shall not constitute or be constructed by The Customer as being a waiver of any past, present, or future right to remedy.

B. At any time during the term of this Agreement, Signum Corporate Communications Limited may, at Signum Corporate Communications Limited's sole option, immediately terminate this Agreement if The Customer is not then maintaining the Equipment solely for the purpose of originating and/or terminating telecommunications transmissions carried over the Signum Corporate Communications Limited Network or as otherwise set forth in Paragraph 1 of this Agreement, or pursuant to the terms and conditions, if any, contained in any Service Description and SLA Schedules identified herewith.

C. If The Customer commits an act of default with respect to the purchase of telecommunications services from Signum Corporate Communications Limited, which would entitle Signum Corporate Communications Limited under its separate tariffs and agreements to terminate its services to The Customer, then Signum Corporate Communications Limited shall be entitled to terminate this Agreement and all Service Description and SLA Schedules to which this Agreement pertains.

## 10. WARRANTIES, REMEDIES AND DISCLAIMERS:

A. Signum Corporate Communications Limited shall, at Signum Corporate Communications Limited's own expense, defend The Customer against any and all claims that the colocation space used by The Customer hereunder infringes on any third party's property or ownership rights. Signum Corporate Communications Limited shall, at Signum Corporate Communications Limited's sole option either:

- (i) Settle any such claim
- (ii) Secure valid rights for The Customer's continued use, or
- (iii) Furnish equivalent colocation space that is not infringing and that can be used to satisfy the original specifications in Signum Corporate Communications Limited's determination.

This warranty and remedy by Signum Corporate Communications Limited shall be valid only if;

- (i) The Customer gives Signum Corporate Communications Limited prompt written notice upon The Customer's receipt of any such claim
- (ii) The Customer provides Signum Corporate Communications Limited with all pertinent information in its possession relative to such claim
- (iii) Signum Corporate Communications Limited shall have sole control over the settlement or defence of such claim.

B. The colocation space is accepted "as is" by The Customer. The Customer acknowledges that no representation has been made by Signum Corporate Communications Limited as to the fitness of the colocation space for The Customer's intended purpose. Except for the warranties set forth in this Agreement, there are no warranties, whether express, implied, oral, or written, with respect to the colocation space or services covered or furnished pursuant to this Agreement, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Moreover, the remedies provided in this Agreement are exclusive and in lieu of all other remedies.

## 11. EXCUSED PERFORMANCE:

Neither Party shall be liable to the other Party under this Agreement for any failure nor delay in performance that is due to causes beyond its reasonable control, including but not limited to, acts of nature, governmental actions, fires, civil disturbances, interruptions of power, or transportation problems.

## 12. DATA CENTRE IDS:

Signum Corporate Communications Limited may issue Data Centre ID to The Customer as specified in the Service Description and SLA Schedules. In the event that a Data Centre ID is lost, stolen, or missing, The Customer must immediately report it to the Service Provider. The Customer is responsible for any action undertaken by any person in possession of The Customer's assigned Data Centre IDs.

## 13. ASSIGNMENT OR TRANSFER:

The Customer shall not assign or transfer the rights or obligations associated with this Agreement, in whole or in part, without Signum Corporate Communications Limited's prior written consent.

## 14. PUBLICITY:

The Customer shall not use Signum Corporate Communications Limited's name in publicity or press releases without Signum Corporate Communications Limited's prior written consent.

## 15. LIMITATION OF LIABILITY:

A. In no event shall Signum Corporate Communications Limited, The Customer, or any of their respective officers, directors, agents, contractors or employees, be liable, one to the other, for any loss of profit or revenue or for indirect, incidental, special, punitive or exemplary damages incurred or suffered by each other, arising from or pertaining to The Customer's use or occupancy of the colocation space including, without limitation damages arising from interruption of electrical power or HVAC services.

B. The Customer shall indemnify and hold harmless Signum Corporate Communications Limited, and its respective officers, directors, agents, contractors, and employees, from and against any and all claims, costs, expenses or liability (including by any representation or promise not specifically expressed in this Agreement). Any modification made hereto shall not be valid and binding unless it is in writing and signed by both Parties.

## 16. NOTICES:

A. Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, return receipt requested, or delivered by a national overnight express service, or by facsimile, with a written acknowledgment of receipt to the following address:

- (i) **The Customer:**
- (ii) **Signum Corporate Communications Limited:** Consort Hse, 15 De Montfort Place, Leicester, LE1 7GZ

B. Either party may change the address to which notice or payment is to be sent by written notice to the other party pursuant to the provisions of this paragraph.

## 17. JURISDICTION AND DISPUTES:

The laws of England shall govern this Agreement. For all disputes arising out of or related to this Agreement or The Customers Orders, the parties irrevocably consent to the exclusive jurisdiction of England. A party's address for purposes of service of process shall be the address designated for notices in this Agreement. In connection with all actions in which Signum Corporate Communications Limited or The Customer is awarded amounts due from the other party, the prevailing party shall also be awarded from the other party (either in that action or by way of a separate action) its costs and expenses of litigation (including reasonable lawyers fees), through trial and appeal.

## 18. SEVERABILITY:

In the event any provision of this Agreement is determined to be unenforceable in full, that provision will be enforced to the maximum extent possible under applicable law, and the other provisions of this Agreement will remain in full force and effect.

## 19. INTEGRATION:

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

## 20. ACCESS CONTROL:

Access to the Data Centre is highly restricted therefore the below terms and conditions of entrance must be met prior to anyone obtaining access to the Data Centre

The Customer will provide details of up to 3 authorised personnel who may grant access to their equipment. Access will only be granted if a request is received via Support from an authorised person.

Persons authorised to grant access to The Customer's collocated equipment.

Name:	Position in company:	Email address:

Any request received from an email address on the authorised persons list will be accepted providing it contains the completed request template.

The Customer must give at least 24 hours notice for access to the Data Centre. In the case of an emergency Signum Corporate Communications Limited will make reasonable endeavours to provide access within 2 hours. Signum Corporate Communications Limited reserve the right to charge £200/request should more than 2 emergency access requests being made during any calendar month.

No packaging, food, drink or fluid of any type is permitted in the Data Centre, any personnel found to be in breach of this term will be removed from the Data Centre and will be removed from the authorised personnel list.

Public walkways must not be obstructed at all times.

Hardware maintenance must be carried out in The Customer's own areas or in the Signum Corporate Communications Limited's workbench area and by prior arrangement. Customers must not touch, tamper, or interfere with any equipment which is not their own. The Customer must not engage in any activity that may cause problems or disruption to other Signum Corporate Communications Limited Customers.

Any Deliveries, Storage, and/or Deployment must occur within Signum Corporate Communications Limited's standard operating procedure including but not limited to the following criteria:

Customers must notify Signum Corporate Communications Limited of any intended installation of any circuits of any type at least 7 days in advance by writing/email to support. Third parties attempting to gain access to the Data Centre in order to survey or install a circuit will be turned away if the visit has not been requested by The Customer's authorised personnel providing the required notice.

Customers must notify Signum Corporate Communications Limited of any deliveries at least 24 hours in advance in writing/email to Support. Any unscheduled deliveries or items of a delivery that have not been previously identified to Signum Corporate Communications Limited will not be accepted. Details of quantity and type of items being delivered must be given for any delivery and must all be clearly marked with details of contents and the name of the company for which they are destined. Signum Corporate Communications Limited reserves the right to open and inspect any delivery for security purposes. No liability will be accepted in the event of loss or damage.

All deliveries will be stored free for a maximum of 5 working days in a secure storage area, after which they must be deployed to the Customer's area in the Data Centre. Special requirements must be made by prior arrangement. Storage beyond 5 working days will be charged at £200 square foot / per day.

All equipment must be unpacked in the unpacking room only. Customers are responsible for the disposal of the Customer's own waste packaging materials.

When using the engineer's workbench room the visitors must label equipment with The Customer's company name and must not touch any equipment that does not belong to the Customer. The Customer is responsible for ensuring that the work area is left in the same condition in which it was found.

The Customer or their authorised visitors may not engage in any illegal activity whilst attending the Signum Corporate Communications Limited facilities.

The Customer may not use Signum Corporate Communications Limited's hosting service for any illegal purposes.

The Customer is responsible for all content, activities, and operation of any Equipment located within the Signum Corporate Communications Limited premises.

Failure to adhere to the outlined terms and conditions may result in disconnection of power and/or removal of The Customer's Equipment from the Data Centre.

Signum Corporate Communications Limited will not be held liable for any losses incurred should equipment be removed/disconnected owing to a breach of the above guidelines.

Signum Corporate Communications Limited's decision in all matters pertaining to the above criteria will be final and Signum Corporate Communications Limited reserves the right to modify the Data Centre policies at its own discretion at any time without prior notification.

## SLA Schedule

1. This is Signum Corporate Communications Limited's standard Service Level Agreement

### 2. Interconnection Service

#### 2.1 Hours of service

Service:	Hours of service:
Interconnection Service	24x7x365

#### 2.2 Agreed service levels

Service:	Availability:	Response/ Fix Time:
Interconnection Service	24x7x365	Dependant on priority (see Appendix A)

### 3. Service Continuity

#### 3.1 Service Monitoring

Signum Corporate Communications Limited will monitor the Interconnection service for availability by regularly polling selected web-site addresses. All equipment providing Internet services is also configured to send SNMP trap messages to Signum Corporate Communications Limited management consoles in the event of any unexpected occurrence.

In the event that a fault is detected in the service, and the fault lies within the Signum Corporate Communications Limited network, a call will be logged with the Signum Corporate Communications Limited Support and The Customer will be informed. The Customer may log a fault call with Signum Corporate Communications Limited if they believe a fault is present.

#### 3.2 Response / fix times measurement

All response / fix times will be based on the call open and closure times recorded in the Signum Corporate Communications Limited Support System. The response / fix times logged will be measured against Appendix A for the purpose of SLA reporting.

#### 3.3 Downtime measurement

Downtime for the Interconnection service is measured when the functionality is degraded due to a fault in the Signum Corporate Communications Limited network, with the agreed service window, and logged with the Signum Corporate Communications Limited Support system.

Any interruption of degradation of service occurring outside the boundaries of the Signum Corporate Communications Limited network will not be measured as downtime. The length on non-availability will be based on the call open and closure times as recorded in the Signum Corporate Communications Limited Support system.

### 4. Physical Hosting Services

#### Service definition

#### 4.1 Hours of service

Service:	Hours of service:
Physical space for hosting cabinets	24x7x365
Full environmental conditioning	24x7x365
Resilient power	24x7x365
Full access security	24x7x365



## 4.2 Agreed service levels

Service:	Availability:	Response/ Fix Time:
Physical space for hosting servers	100%	N/a
Full environmental conditioning	100%	N/a
Resilient power	99.9%	Dependant on priority (see Appendix A)

## 5. Monitoring, logging and measurement

### 5.1 Monitoring, and fault logging

Signum Corporate Communications Limited will monitor availability of the network equipment to help detect a fault. In the event that a fault is detected, a call will be logged with the Signum Corporate Communications Limited Support System and The Customer will be informed.

The Customer will alert Signum Corporate Communications Limited when they detect a power failure. In this event a call must be logged with the Signum Corporate Communications Limited Support System and The Customer will be informed as per escalation.

The Customer may log a fault call with Signum Corporate Communications Limited

### 5.2 Response/fix times measurement

All response / fix times will be based on the call open and closure times recorded in the Signum Corporate Communications Limited Support System. The response / fix times logged will be measured against Appendix A for the purpose of SLA reporting

### 5.3 Downtime measurement

Downtime measurements will be measured within the agreed service window, and logged via any of the methods listed above. The length of non-availability will be based on the call open and closure times as recorded in the Webnet2000 Support System. For power to a device to be unavailable, **both** the resilient power feeds must be at fault, causing device downtime.

## 6. Hours of service

Service:	Hours of service:
Re-boots	8.00am – 5.00pm Monday to Thursday (1Hour) 8.00am – 4.00pm Friday (1Hour) 8.00am – 4.00pm Saturday & Sunday (2.5 Hour)
Backups	Daily Backups – Daily 9.00am – 11.00am Weekly Backups – Friday 9.00am – 11.00am On Demand Backups – Within 1 hour of notice

## 7. Agreed service levels

Service:	Availability:	Response/ Fix Time:
Re-boots	99.9%	Dependant on priority (see Appendix A)
Backups	100%	N/A

## **8. Measurement**

### **8.1 Response and fix times**

On receipt of a change request on the supplied for, a call will be logged with the Signum Corporate Communications Limited Support System. Signum Corporate Communications Limited will technically validate the RFC and then inform the customer when the change will be done.

All response/fix times measurements will be based on the call open and closure times recorded in the Signum Corporate Communications Limited Support System. The response/fix times logged will be measured against Appendix A for the purpose of SLA reporting.

## **9 General service considerations**

### **9.1 Scheduled Downtime**

In the event that scheduled downtime is required to carry out planned maintenance work, wherever possible this work will be carried out between the hours of 20:00 and 06:30 hours, except in an emergency situation

All scheduled downtime should be notified at least five (5) working days in advance. Failure to meet this may result in refusal to allow the work to be carried out. There should be no more than 30 accumulative hours of scheduled downtime per 30 days. Failure to meet this may result in The Customer refusing to allow the work to be carried out.

## 10. Appendix A – Signum Corporate Communications Limited Support priorities & Escalations

### 10.1 Signum Corporate Communications Limited Priority Definitions

Priority	Priority Definition
Priority 1	Customer experiences major loss of service due to a network outage or hardware failure
Priority 2	Network performance is severely degraded or a system fault which affects more than 50% of clients on the Signum Corporate Communications Limited Network
Priority 3	Network performance is severely degraded or a system fault which affects more than 20% of clients on the Signum Corporate Communications Limited Network
Priority 4	Network performance is severely degraded or a system fault which affects a single client on the Signum Corporate Communications Limited Network
Routine	Routine work requests

### 10.2 Signum Corporate Communications Limited Response and Fix: Event Handling

Priority	Log event & severity assessment	Remedial action starts	Problem reporting/ updates	Fix time within
ALL	Within 15 mins	Within 30 mins	Every 1-hour	8 working hours
Routine	Within 15 mins	Within 4 days	As required	Request dependant

**Note:**  
Where client site access is needed to resolve a call, all response, fix and availability measurements will be put on hold in the event that site access is not available.

### 10.3 Escalation process

Priority	Duration	Automatically escalates to
1,2 & 3		3 <sup>rd</sup> Line Technical Support
		Notified: 3 <sup>rd</sup> Line Manager
	15 mins	Network Operations
		Notified: Network Services Manager
		Notified: Group Support Manager
		Notified: Sales Director
30 mins	Notified: COO	
	Notified: CEO	
	Notified: CEO	
Priority	Duration	Automatically escalates to
4	30 mins	3 <sup>rd</sup> Line Technical Support
		3 <sup>rd</sup> Line Manager
	2 Hours	Group Support Manager
		Notified: CEO
		Notified: Network Services Manager
		Notified: CEO
Notified: Sales Director		
Priority	Duration	Automatically escalates to
Routine		3 <sup>rd</sup> Line Technical Support
	4 days	3 <sup>rd</sup> Line Manager
	5 days	Notified: Group Support Manager
	6 days	Notified: COO