



CloudSelect Data - Service Level Agreement – April 2012

1. INTRODUCTION

This Service Level Agreement (“SLA”) details the service level targets applicable to the Services (defined below).

1.1 Definitions

Defined terms shall have the same meaning as set out in the Conditions unless otherwise stated.

“**Applicable Days**” means the number of days in a calendar month in which the Company is contracted to provide the applicable Service to the Customer under the Contract.

“**Conditions**” Daisy’s terms and conditions for the provision of CloudSelect data services which are available at www.daisygroup.com or at such other URL as is notified to the Customer by the Company from time to time)

“**Downtime**” any period in relation to a particular Service where the Service is not experiencing Uptime.

“**Monitoring System**” the Company’s system which it uses to monitor performance against this SLA.

“**Monthly Recurring Charge**” or “**MRC**” means the monthly recurring charge payable by the Customer in advance for the applicable Service.

“**Network**” the Company’s data centre network over which the Services are provided.

“**Service Credit**” a service credit (calculated in accordance with section 2.2 below) which is attributable to a failure to meet one or more of the Service Level Targets.

“**Service Level Target**” the service level targets in respect of the Services, as detailed in section 2.2 below.

“**Uptime**” means that the Services are available from a functioning internet connection.

2. SERVICE LEVEL PROVISIONS

2.1 Uptime and Downtime

The Company will monitor Uptime of the CloudSelect Data Services using the Monitoring System and will have absolute discretion in determining whether the CloudSelect Data Services are experiencing Uptime or Downtime in any particular instance.

2.2 Service Levels

The Company shall use reasonable efforts to comply with the following service levels (“Service Levels”) in providing the Services:

Service Measured	Service Level Target	Service Credit
Cloud Hosting (the Customer’s virtual machine instance)	100% Uptime per calendar month	4 hours’ charges per whole hour of Downtime*
Network	100% Uptime per calendar month	4 hours’ charges per whole hour of Downtime*

*4 hours’ charges = $\frac{\text{MRC}}{\text{Applicable Days}}$
Six

The maximum aggregate Service Credit available in any calendar month is 100% of the MRC.

2.3 Service Credits

The Service Credits (if any) shall be calculated in accordance with section 2.2 above **and shall be the Customer’s sole and exclusive remedy in the event of any failure to meet a Service Level Target.**

If the Company fails to achieve the Service Level Target (and the same is determined by the Company) and a Service Credit is due in accordance with section 2.2 above, then provided that the Customer requests in writing that the Company issues the Service Credits within twenty (20) Business Days after the end of the calendar month in which the Service Level Target was not met, the Company will issue a Service Credit against the next invoice for the applicable Service.

Service Credits issued shall not survive termination of the contract for the Service and are not applicable against any services other than the Service to which the MRC relates.

2.4 Service Level Target Exceptions

The Company shall have no liability to pay Service Credits in respect of any Downtime as a result of (either in whole or in part):

- periods of scheduled maintenance of which the Customer has been notified;
- periods of unplanned emergency maintenance;
- failure of the Customer’s connection to the Company’s network (e.g. via the public internet or the Customer’s own network);
- failure or malfunction of the Customer’s own computing systems (including without limitation



any of the Customer's hardware and/or software).

- the Monitoring System itself becoming unavailable, or the route from the Monitoring System to the Service becoming unavailable;
- the Customer's Technical Point of Contact ("TPOC") being unreachable or a failure by the Customer to notify the Company of a change to the TPOC;
- acts or omissions of the Customer, their employees, agents, contractors, or vendors.
- force majeure or other exceptions, as defined in the Conditions;
- suspension or termination of the provision of the Services to the Customer in accordance with the Contract.

Where Uptime and Downtime is impacted by factors other than those explicitly listed in this SLA, the Company may decide whether or not to issue a Service Credit in light of such factors in its sole and absolute discretion.

working with **daisy.**
www.daisygroup.com



Registered office: Daisy House, Lindred Road Business Park, Nelson, Lancashire, BB9 5SR
Company Registration Number: 4145329 VAT Registration Number: 722 4713 55
Registered in England and Wales