

## Service Level Agreement

### 1 Introduction

This Service Level Agreement for IT Farm Services (along with the General Terms and Conditions and (if applicable) the Special Conditions, together the "Terms and Conditions") form part of your agreement with the Company (the "Agreement"). Capitalised terms used but not defined in this Service Level Agreement ("SLA") will have the meaning assigned to them in our Terms and Conditions the Special Conditions. This SLA applies to the IT Farm Services set out in the Agreement (a "Service" or the "Services"), but does not apply to any third party services made available with or connected to the Services or to any on premise systems that is part of any Service.

The Company may update this SLA from time to time. The Company will provide at least 90 days' notice of any adverse material changes to this SLA. The current version of this SLA can be viewed by visiting <http://www.iffarm.co.uk/legal>

**1.1 Interpretation:** in this SLA, the following expressions will have the following meanings unless inconsistent with the context:

"Applicable Monthly Period"	for a calendar month in which a Service Credit is owed, the number of days that you are a subscriber for the relevant Service;
"Applicable Monthly Service Fees"	the total fees actually paid by and/or due from the Customer for a Service that are applied to the month in which a Service Credit is owed;
"Services Proposal"	the proposal of Services and Charges signed by the Customer;
"Dedicated Service"	a Service that is provided on a "bespoke" basis i.e. where that service is only provided to the Customer;
"Downtime"	a period of time in minutes where all users are unable to login to the Service;
"Live Service"	the chargeable period post acceptance and authorised solely by the Company;
"Live Time"	the period from 08:00hrs to 18:00hrs GMT/BST Monday to Friday excluding public holidays;
"Monthly Live Time"	Live Time in minutes falling within a calendar month;
"Monthly Uptime Percentage"	is defined as: $\left( \frac{\text{Monthly Live Time} - \text{Downtime}}{\text{Monthly Live Time}} \right) \times 100$
"Service Credit"	the percentage of the Applicable Monthly Service Fees to be credited to the Customer;
"Service Level Agreement" or "SLA"	the standard Service Level Agreement set out in this document, together with any special terms agreed in writing between the Customer and the Company as specified in the acknowledgement of order and/or the Special Conditions, as applicable;
"Service Point"	the place at which the Services are to be performed as specified in the Company's acknowledgement of order;
"Standard Service"	a Service that is provided on a "multi-tenanted" basis i.e. where multiple Customers share the same service;
"Terms and Conditions"	the Company's General Terms and Conditions of sale as attached to this Service Level Agreement;
"Weekend Support"	the period from 09:00hrs to 17:00hrs, GMT/BST Saturday and Sunday excluding public holidays.

## 2 General Support Information

This section tells you about the support guarantees included in your Service Level Agreement.

- 2.1 Customer Support Services** - All Customer support requests should be logged online through the Company's Support Portal or by email to support@itfarm.co.uk. Customers unable to log support requests online can contact the Company's support phone lines which are available between 09:00 – 17:00 GMT/BST Monday to Friday (excluding public holidays). The support phone number can be found published at [www.itfarm.co.uk](http://www.itfarm.co.uk)
- All support requests (phone and online) are logged, categorised and then dealt with in order. The service levels provided for each call category are listed below:
- 2.1.1 Urgent Support Requests** – Only relates to logon and urgent security requests for services that are covered in the Services Proposal. These must be logged through the IT Farm Customer Portal and marked as urgent. These types of requests will be responded to within 15 minutes during Live Time. We also offer Weekend Support and will respond within 60 minutes to our receipt of your request.
  - 2.1.2 Standard Support Requests** - All non-urgent support requests for services that are covered in the Services Proposal. These must be logged through the IT Farm Customer Portal and will be responded to within 30 minutes during Live Time. Weekend Support will not be available for these types of requests and where the Company receives your request during the weekend, support will be provided during the next Business Day.
  - 2.1.3 Bespoke Support Requests** are requests that are not covered in your Services Proposal. Bespoke support requests may be chargeable and SLA's for the standard support request do not apply.

## 3 System Availability Information

This section tells you about the system availability guarantees included in your Service Level Agreement.

- 3.1 Uptime Guarantee** - Your uptime guarantee includes all equipment and infrastructure within the Company's jurisdiction, but does not include services or software running on Customer servers or any other items of equipment at the Customer's site.
- 3.1.1 Standard Services** - The Company guarantees that unless otherwise stated, Standard Services will be available 99.95% of the time classified as Live Time.
  - 3.1.2 Dedicated Services** – The Company guarantees that, unless otherwise stated, Dedicated Services will be available 99.9% of the time classified as Live Time.
- 3.2 Downtime** - Any period of time within Live Time when end users are unable to login to their Service, due to a failure in the Platform or the Service Infrastructure as determined by the Company from automated health monitoring and system logs. Downtime does not include Scheduled Downtime, the inability to access the Service due to your modifications of the Service, or periods where the User capacity is exceeded.
- 3.2.1 Scheduled Downtime** - Scheduled maintenance, which may occur from time to time for necessary technical reasons, will only be carried out between 19:00hrs and 08:00hrs Monday to Sunday. The Support Team will endeavour to give at least one week's notice to all affected Customers in advance of the scheduled downtime. The Company reserves the right to waive this notice period in exceptional technical circumstances.

## 4 System Recovery

System recovery is the ability to restore your Services in the event of a Platform failure. System recovery service levels are split into Recovery Time Objective (RTO) and Recovery Point Objective (RPO). This section explains the RTO and RPO included in your SLA with the Company.

- 4.1 Standard Services** – All Standard Services are designed to meet the following Recovery Point Objectives and Recovery Time Objective:

**4.1.1 Recovery Point Objective**

System	Recovery Point Objective
File Storage	At point of failure
Email	At point of failure
Application Servers	At point of failure

**4.1.2 Recovery Time Objective**

System	Recovery Time Objective
File Storage	< 60 mins
Email	< 60 mins
Application Servers	< 60 mins

- 4.2 Dedicated Services** - All Dedicated Services are designed to meet the following Recovery Point Objectives and Recovery Time Objectives. These service levels do not apply if any alternative Special Conditions have been agreed in writing between the Customer and the Company.

**4.2.1 Recovery Point Objective**

System	Recovery Point Objective
Dedicated Services	< 24 hours

**4.2.2 Recovery Time Objective**

System	Recovery Time Objective
Dedicated Services	< 4 hours

## 5 Backup & Restore

This section explains the guarantees regarding data backup & restore included in your Service Level Agreement.

- 5.1 Backup:**
- 5.1.1** Full backups of Live Customer Data are taken on the final Friday of each month to on-site storage media. Unless otherwise agreed in writing between the parties, full backups are exported to archive media and stored in a secure off-site location for 7 years. Incremental/Differential backups are taken every 24 hours to on-site storage.

5.1.2 Live Customer Data stored on IT Farm Standard File Servers is snapshotted multiple times daily. Snapshot retention is variable and not guaranteed but we aim to maintain at least 5 days of snapshots.

5.2 Restore

- 5.2.1 **Archive Restore** –For restore from on-site storage media our RPO is < 24 hours depending on the time of event. For data backed up within one month our RTO is < 4 hours. For restore from offsite archive media, the restore may be chargeable and our RTO is < 48 hours.
- 5.2.2 **Snapshot Restore** - Snapshots allow data recovery without resorting to backup restore. RPO is < 24 hours depending on the time of event and the RTO is 1 hour. Snapshot Restore is a non-chargeable service.

6 Service Credits

Save as provided for in clause 8 of the General Terms and Conditions, Service Credits are the Customer's only remedy for any availability issues for any Service under this SLA.

Service Credits may only be applied against the Charges for the specific Service for which a Service Level has not been met. The Service Credits for a particular Service will not, under any circumstance, exceed the monthly Charges for that Service, as applicable, in the relevant billing month. For the avoidance of doubt, the Customer may not offset Service Credits against Charges due to the Company without the Company's prior written agreement.

6.1 Service Credit – Standard Services

Monthly Uptime Percentage	Service Credit
<99.95%	1%
<99.9%	2.5%
<99%	5%

6.2 Service Credit – Dedicated Services

Monthly Uptime Percentage	Service Credit
<99.9%	1%
<99.5%	2.5%
<99%	5%

7 Credit request

If the Company does not meet the service levels described in this SLA, the Customer may be eligible for a Service Credit.

7.1 **Process of request** – Requests for Service Credits must be submitted to the Company via the Support Portal and must include all information which may be necessary for the Company to validate the claim. This will include at least the following information:

- (i) a detailed description of the incident;
- (ii) information regarding the time and duration of the Downtime;
- (iii) the number and location(s) of affected users (if applicable); and
- (iv) a description of the Customer's attempts to resolve the incident at the time of occurrence.

The Company may require further information as may be reasonably necessary to enable the Company to assess the request.

7.2 **Time period for request** – Requests for Service Credits must be received by the Company by the last Business Day of the calendar month following the month in which the incident occurred. For example, if the Incident occurred on February 15th, the requests containing at least all the information set out in (i) to (iv) above must be submitted by the Customer and received by the Company by no later than 31<sup>st</sup> March.

7.3 **Service Credit determination** – The Company will assess the information provided by the Customer and (acting reasonably and in good faith) will determine whether or not a Service Credit is due to the Customer. The Company will use commercially reasonable efforts to process requests and notify the Customer of its decision during the subsequent calendar month and in any event within forty-five (45) days of receipt. The Customer must be in compliance with the Agreement in order to be eligible for a Service Credit. If the Company determines that a Service Credit is due, the Service Credit will be applied to the Charges due from the Customer in the following billing period.

8 Limitations

This SLA does not apply to any performance or availability issues which are outside the reasonable control of the Company. These include (without limitation):

<b>External equipment or services</b>	Where the Customer uses hardware or software that is provided by a third party which has not been approved by the Company.
<b>External threats</b>	Where the Company has had to deactivate Services on an emergency basis to protect your Customer Data as a result of an actual or perceived external threat such as a cyber attack.
<b>Force Majeure (Acts of God)</b>	Acts of God, war, industrial disputes, protests, fire, tempest, explosion, an act of terrorism and national emergencies, network or device failure external to the Company's data centres or between the Customer's site and the Company's site and the Company's data centre.
<b>Non-operational versions</b>	Where the Customer receives any previews, pre-releases, beta or trial version of any of our Services, features or software.
<b>Planned maintenance times</b>	Where the Customer has been notified in advance about planned Downtime of the Services.
<b>Suspected throttling</b>	Where your operations have caused us to be concerned of throttling or other abusive behaviour.
<b>Customer actions</b>	If the operational or availability issues encountered by the Customer are attributable to the Customer's lack of appropriate security practices, a failure to install or adopt the necessary configurations or follow the Company's instructions or processes, attempts to utilise the Services for purposes outside the scope of the Agreement and/or in contravention of the Company's Acceptable Use Policy, and in each case whether on the part of the Customer or any third party supplier.
<b>Customer inaction</b>	If the Customer has failed to comply with the Company's request to modify its use of the Service or where the Company has reasonably requested that the Company take steps to mitigate an actual or perceived risk, such as downloading an update, and the Customer has failed to do so.
<b>Unpaid services</b>	Where the Customer has failed to comply with its payment obligations under the Agreement.