

Unitron Systems & Development Limited Internet Service Level Agreement



Maintenance

During maintenance of the network it may be necessary to cause an interruption in service, Unitron endeavours to give at least 48 hours notice of a maintenance window. However there are occasions when immediate maintenance is required when less than 48 hours notice is unavoidable but make every attempt to limit these occasions to emergencies only.

For Web & Mail hosting only customers, details of scheduled down time is posted on our website at www.userve.net/network/news.html

Your Contact Details

As we may need to contact you from time to time for maintenance purposes, it is vital that any changes to email, telephone and mobile numbers are notified immediately to our customer service desk on +44 (0)8700 117778 or customerservice@userve.net

Fault Procedure

Faults are classified by their seriousness in accordance with the table below and should be reported by the following methods:-

Out of normal office hours: email: faults@userve.net
 During office hours by telephone +44 (0)8717 338111
 Office hours are 0900Hrs – 1800Hrs Monday to Friday

Priority Level	Description
1	Total systems failure
2	Partial systems failure or level 1 with temporary fix in place
3	Minor systems problem
4	Documentation error

Priority Level	Time to Respond	Time to Resolve
1	30 Minutes	4 Hours
2	2 Hours	8 Hours
3	4 Hours	24 Hours
4	24 Hours	30 Days

Service Levels

The service will be available for 99.9% of each calendar month for all hosting situations servers and sites. Where availability falls below this level Unitron will compensate you. The amount of compensation is set out in the table overleaf.

Compensation is paid in the form of credits or alternative services made available for you within 30 days of the substandard level. Only claims substantiated by our network monitor system will be considered for compensation under this service level agreement. Only priority level 1 constitutes a claim for compensation.

Service Level Compensation Table

Note that compensation is only claimable for level 1 fault conditions.

*Monthly Network Availability (expressed as a percentage)	Credit Against Your Next Monthly Service Fee (expressed as a percentage of that fee)
99.00 – 99.90	5%
97.00 – 98.99	10%
95.00 – 96.99	15%
90.00 – 94.99	20%
Under 89.99	25%

*A different compensation table may be applicable to wireless connectivity. Please check your signed agreement.

Availability is calculated at the end of each month in accordance with the following formula:-

$$A = \frac{T - D}{T} \times 100$$

Where:

'A' = Availability of service expressed as a percentage

'D' = Down time in minutes in the respective month

'T' = Total number of service minutes in the respective month

Downtime is calculated from the time you notified us or we notified you until service is resumed. Our core network monitor system logs all outages with times and dates. All claims for compensation will be verified before acknowledgment of your claim.

Hosting Conditions

- a. The customer agrees to obtain a working knowledge of the internet and to be familiar with practices and procedures
- b. The customer agrees to avoid violation of certain generally accepted guide lines such as restrictions on mass mailings, mass advertisements, pirating or copying of software, mail bombing or any other method of attempting the denial of service to other internet users, use for collection or distribution of obscene or pornographic materials and general abuse.
- c. The customer agrees to comply with all relevant law and regulation in force and include but not limited to, compromise of copyright, trade secrets, proprietary information, libel or defamation of character, invasion of privacy and tortuous interference.
- d. The customer is required to protect the security of its internet account and usage. Misuse of the customer's account is the sole responsibility of the customer and Unitron is in no way liable for its misuse.
- e. The customer agrees to indemnify Unitron against any loss or expense arising from a third party claim
- f. The customer recognises that we have no responsibility for content transmitted or received over the internet and we do not monitor the content of data passed over our networks.

- g. The customer recognises the fact that Unitron can in no way be liable for any data or software loss howsoever caused in line with our general terms and conditions.
- h. Although Unitron uses its best endeavours to secure our networks with firewall technology, Unitron will not be liable for any consequential loss or damages due to unauthorised 'hacking' of the network infrastructure.

These Hosting terms should be read in conjunction with the Unitron Systems & Development General Terms & Conditions as both apply in full.

Signature of customer	Signature of Unitron Systems & Development Limited (Director)

Agreed on behalf of the Customer

Contact Name	
Company Name	
Address	
Postcode	
Telephone	
Email address	