



Service Level Agreement (“SLA”)

Our Service Level Agreement (SLA) is designed to provide you with unsurpassed levels of availability and meaningful refunds for our failure to comply with them.

This SLA does not apply for any month during which you are in breach of the Rules set out in the Master Services Agreement And / Or the Acceptable usage policy.

The respective Service charge is defined on your service order form.

All claims made against the SLA must be made by the client. For the purposes of this Service Level Agreement downtime begins when we record in our system your opening of a trouble ticket indicating a service outage, this ticket may be opened via email, or phone.

All Claims against this SLA must be made within 7 Days of the initial breach of the SLA in writing to Eaton Kaye Ltd, 26 Albany Road, Chatham, Kent, ME4 5DL.

Network

We guarantee that when not undergoing scheduled maintenance, the network will be available 99.7% of the time in each month. We will refund to you 5% of the monthly service charge for each 60 minutes of continuous downtime (up to 100% of the monthly service charge). Network availability means all network infrastructure including routers, switches and cabling is working. Services or software running on your server are not counted as part of the network.

Infrastructure

We guarantee that when not undergoing scheduled maintenance, the critical infrastructure systems, including power and HVAC, will be available 99.7% of the time in each month. We will refund to you 5% of the monthly service charge for each 60 minutes of continuous downtime (up to 100% of the monthly service charge). Critical infrastructure includes all power and HVAC infrastructure including UPSs, PDUs and cabling, but does not include the power supplies on your servers. Downtime begins when we record in our system your opening of a trouble ticket saying a particular server is shut down due to power or heat problems and ends when the server is powered back on.

Hardware

We guarantee all leased hardware components will function properly and will replace any component with a fault at no cost to you. We will begin Hardware replacement once we identify the problem component. We guarantee that Hardware replacement will be complete within three hours of us identifying the problem and we will refund to you 5% of the monthly service charge for each extra hour of downtime (up to 100% of the monthly service charge). Hardware is defined as the Processor(s), RAM, hard disk(s), motherboard, NIC card and other related hardware included under the server lease. This guarantee does not apply to the time required to rebuild a RAID array nor to the reload of certain operating systems and applications. This guarantee will also apply to all client owned hardware however you need to provide us with spare hardware for all components of the system and at least one of each component type. During the replacement period of hardware no SLA can be provided on non-redundant components.

Eaton Kaye Limited
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