

## SERVICE LEVEL AGREEMENT

*This service level agreement is supplemental to a Databarracks Services Agreement DATABarracks Limited and the Customer and is incorporated in that Databarracks Services Agreement*

### 1. Definitions

- 1.1 Terms defined in the Databarracks Services Agreement have the same meaning in this Service Level Agreement.
- 1.2 "Service Credits" means 10% of the Usage Fee (excluding VAT) due for the month after the month in which an Incident occurs.
- 1.3 "Service Levels" means the criteria set out in clause 3 below
- 1.4 "Incident" means one of the issues set out in clause 3 below

### 2. Databarracks Obligations

- 2.1 Databarracks agrees to provide the Services to the Service Levels. Should Databarracks fail to reach the Service Levels it agrees that subject to clause 4 it shall deduct Service Credits from the appropriate Usage Fee as set out in clause 3. Such deduction shall be the sole remedy of the Customer in relation to such failure.
- 2.2 If the Service Credits in respect of any month reach 100%, the Service Credits shall be deducted from the next following month, but Databarracks shall in no circumstances be required to pay any fee in respect of Service Credits to the Customer.

### 3. Service Levels

Service	Service Level	Incident	Service Credit
Availability of Services	99.97%	Unavailability of service	1
Restoration of offline data	Restored within 6 hours of request	Failure to restore within 6 hours	3
		Failure to restore within 12 hours	5
Telephone support response	Response to call within 10 minutes	Failure to respond to call within 10 minutes	1
		Failure to respond	

		to call within 1 hour	2
Telephone/email support – access to engineer	Support engineer dealing with issue within 1 hour	Failure of support engineer to commence dealing with incident within 1 hour	3
		Failure of support engineer to commence dealing with incident within 4 hours	5
Provision of requested data on DLT/CD/DVD if restore fails	Preparation of media and delivery to courier within 48 hours	Failure to deliver within 48 hours	5
		Failure to deliver within 72 hours	10
Where support has failed, engineer to visit site	Engineer on client site within 24 hours	Failure of engineer to appear within 24 hours	10

**NOTE:** Where response times are stated, these are 24 hours a day, 365 days a year and are not limited by business hours.

#### 4. Deduction Criteria

4.1 Service Credits shall only be granted where the Incident is within Databarracks's reasonable control. For example, system failure of an internet backbone outside Databarracks's control shall not result in the granting of Service Credits.