

iPages Service Level Agreement

1. DEFINED TERMS

The following definitions shall apply for purposes of this Service Level Agreement. Capitalised terms not defined in this Service Level Agreement shall have the meaning ascribed to them elsewhere in the Agreement:

- 1.1. **Backups** means a backup of the entire Website held on a separate iPages Server.
- 1.2. **Customer Support** refers to support on software use that is in not in relation to an issue, Incident or error.
- 1.3. **Data Centre Infrastructure Downtime** means a Host Server experiences a failure as a result of Power or heating problems.
- 1.4. **Data Centre Network Downtime** means a Host Server is not reachable as a result of a failure in the Data Centre Network.
- 1.5. **iPages Monitoring Alert** means a device being monitored using the iPages Monitoring Services violates a predefined error condition, and some form of notification is generated.
- 1.6. **iPages Monitoring Services** means the infrastructure, software, and services responsible for monitoring devices and generating or tracking iPages Monitoring Alerts.
- 1.7. **Host Server** means the physical server that hosts your Website.
- 1.8. **Monthly Availability** means a monthly availability percentage calculated on per customer, for a given monthly billing period.
- 1.9. **Monitoring Alerts** means a device being monitored using the iPages Monitoring Services violates a predefined error condition, and some form of notification is generated.
- 1.10. **Power** includes uninterruptible power supplies, power distribution units and cabling but excludes Host Server power supplies.
- 1.11. **Server Error Response:** an HTTP return status code between 500-599.
- 1.12. **Service Fees** means the fees paid for the Services to which the relevant Service Level Guarantee applies, in the monthly billing period in which the event that gave rise to a refund first occurred.
- 1.13. **Service Level Guarantees:** the guarantees set out at paragraphs 2,3,4 and 5 inclusive below.
- 1.14. **Volume or Storage** means a logically identified container or data-space provisioned within the Hosting Service provision, as agreed in your Proposal.

2. WEBSITE UPTIME SERVICE LEVEL GUARANTEE

We understand that website uptime is of the utmost importance and in relation to uptime:

- 2.1. iPages guarantees that your Website will be available ninety-eight percent (98%) of the time in any given 30 day period.
- 2.2. If we fail to meet this guarantee, you will be eligible for a refund, as follows: the equivalent of one (1) day's Monthly Fees for each sixty (60) minutes of website unavailability (or portion thereof), up to one hundred percent (100%) of the Monthly Fees within any given calendar month.

3. WEBSITE BACKUP SERVICE LEVEL GUARANTEE

As part of our Services we do not guarantee a website backup service. However, where this has been agreed within your Proposal, we shall take daily backups of your Website. In relation to Backups:

- 3.1. We guarantee that the Website Backup Volumes will be available ninety-five (95%) of the time in a given monthly billing period.
- 3.2. Volumes shall be deemed available unless:
 - 3.2.1. the Backup request returns a Server Error Response to a Valid API Request during two or more consecutive ninety (90) second intervals, or
 - 3.2.2. data stored on Volumes is inaccessible to customer upon request.
- 3.3. If we fail to meet this guarantee, you will be eligible for a refund, as follows: the equivalent of one (1) day's Monthly Fees for each sixty (60) minutes of Backup unavailability (or portion thereof), up to one hundred percent (100%) of the Monthly Fees within any given calendar month.

4. MONITORING SERVICES GUARANTEE

Monitoring helps us to maintain a highly reliable service - by monitoring important parts of your hosting we're alerted to problems as soon as they develop, and can proactively put things right before they cause service disruption. Although we try to detect all faults, software is complex and there are always new and diverse ways things can misbehave. We cannot guarantee to locate every possible fault condition, particularly as these are sometimes specific to your particular application code (e.g. the server might be working properly, but yet your software may not be).

- 4.1. Server monitoring includes monitoring of the system services and system health with alerts set for a wide range of eventualities.
- 4.2. Website front end content monitoring is not included within the scope of monitoring and, for the avoidance of doubt, it is the customer's responsibility to maintain their website content and monitor their site accordingly.
- 4.3. iPages shall receive, as part of the iPages Monitoring Services, Monitoring Alerts on the Server. The purpose of the Monitoring Alerts are to notify iPages of Host Server issues immediately so that they can be resolved.
- 4.4. Should the Monitoring Alerts notify iPages that the Host Server of a Server Error Response, this shall be treated as a Critical Incident and resolved with utmost urgency. As the Customer does not raise the incident, the Customer will not receive a notification of the Incident classification within the timescales in Section 6. However, iPages shall notify the Customer of the Critical Incident as soon as possible.
- 4.5. We guarantee that the iPages Monitoring Services will be available ninety-eight (98%) of the time in any given monthly billing period. iPages Monitoring Services are considered available if they perform properly configured checks and notify you of any failed check within thirty (30) minutes of performing the check.
- 4.6. If we fail to meet this guarantee in any given monthly billing period, you will be eligible for a refund equal to 10% of your Monthly Fees.

5. SUPPORT SERVICE LEVEL GUARANTEE

Support refers to the technical assistance and administration conducted by us in relation to Incidents and resolution of issues on your Website. It forms a critical part of our service to you and makes the difference between your website working as you need it, and your website malfunctioning. We take responsibility for resolving a diverse range of issues of significantly varying complexity, so a reasonable time for resolving one issue is entirely unreasonable for resolving another. Therefore we are unable to guarantee support request resolution time. All of our team are technical experts in their field and we aim to resolve all issues as expeditiously as possible.

- 5.1. Support shall be provided over phone or email within Business Hours all year round, subject to the holiday periods within clause 5.6.
- 5.2. Subject to the Fees defined in clause 5.4 and 5.5, Support is included within our service to you and is comprised of the following:
 - 5.2.1. Troubleshooting and resolution of issues affecting the operation of the iPages website software,
 - 5.2.2. Upgrade, patching, configuration, and optimisation of website software (Note: this does not refer to website search engine optimisation but rather optimisation of software as per continual improvement).
 - 5.2.3. Clear communication of any website updates or planned maintenance that affects the Services.
- 5.3. For the avoidance of doubt, this leaves the following as customer responsibilities:
 - 5.3.1. Operation of your own personal computer (we will advise login settings etc. and try to assist with this where possible, but we cannot support problems with your personal computer and/or other devices).

- 5.3.2. Continued engagement with iPages around any upgrade communications. It is the Customer's responsibility to attend and review training materials where these are required for an update. Where the Customer does not attend our recommended training, the Customer waives their rights regarding upgrades and incident management.
- 5.3.3. End-user questions/technical support regarding operations to be performed inside the iPages website software; you are required to provide first tier technical support and reproduce any reported problems before escalating to iPages with clear and precise steps to follow to reproduce the unwanted behaviour.

- 5.4. Support that is related to Incidents shall not incur any additional Fees.
- 5.5. Support that is not related to incidents is chargeable on a time and materials basis by iPages at an hourly rate of £45/hour.
- 5.6. During the following holiday periods (exclusively) we operate with a reduced staffing level and may provide a reduced support service during which the maximum response time guarantee does not apply to some low-priority incidents/queries. This allows us to ensure we can maintain a high quality support service for all other issues. We will assess the severity of an incident based on our reasonable understanding of the impact on a customer's business. All Low Priority incident(s) will be responded to within 48 hours of the relevant window ending, though in most cases will already have been handled during these windows: Statutory Bank Holidays, December 25th - 02:00-23:59 and December 26th - 00:00-08:00 GMT, December 31st - 22:00-23:59 and January 1st - 00:00-08:00 GMT

6. INCIDENT MANAGEMENT

iPages shall operate the following Incident Management policy for the Customer:

- 6.1. Should an Incident arise which requires Support, the Customer is to notify us at incidents@ipages.biz (the "Incident Notification").
- 6.2. iPages shall respond via email to the Customer within one (1) hour of the Incident Notification, acknowledging receipt of the Incident.
- 6.3. Within Business Hours, iPages shall respond within 48 hours of the Incident Notification with a classification of the Incident as Critical, High Priority, Low Priority or Assistance:
 - 6.3.1. Critical Incidents shall be defined as an error or issue that results in all Website users from being prevented from making a sale on the Website. Critical Incidents shall be resolved as a matter of urgency. Should a Critical Incident not be resolved within 7 Business Days from the receipt of the Incident Notification, then you will be entitled to a refund as set out in clause 6.10 and 6.11 below.
 - 6.3.2. High Priority Incidents shall be defined as errors or issues that technically prevent a sale upon a website for at least one user. High Priority Incidents shall be resolved within 14 Business Days from the receipt of the Incident Notification. Should the High Priority Incident not be resolved within that time period, then you will be entitled to a refund as set out in clause 6.10 below.
 - 6.3.3. Low Priority Incidents shall be defined as errors or issues which disrupt the Services provided, but are not preventing a sale upon a website. Low Priority Incidents shall be resolved within 30 Business Days from the receipt of the Incident Notification. Should the Low Priority Incident not be resolved within that time period, you will be entitled to a refund as set out in clause 6.10 below.
 - 6.3.4. Assistance shall be defined as a problem encountered by a Customer which results from a misuse or misunderstanding on the part of the Customer. Assistance does not require Incident resolution.
- 6.4. Where an Incident is classed by iPages as Low Priority and the Customer believes the Incident should be High Priority or Critical, or when an Incident is classed as High Priority and the Customer believes this to be Critical, the Customer shall escalate this by contacting iPages Limited at escalations@ipages.biz within five (5) Business Days of the incident classification.
- 6.5. Upon receiving an incident escalation, iPages have 24 hours to respond with either:
 - 6.5.1. a confirmation of the initial incident classification, including proof that a sale upon the Website is not prevented for all Website users or any given Website user; or,
 - 6.5.2. a re-classification of the incident as High Priority or Critical.
- 6.6. Following an incident reclassification as defined in clause 6.5.2, iPages have 6 Business Days to resolve the incident before the Customer is entitled to a refund pursuant to clause 6.3.
- 6.7. Response times are measured from the time an Incident is logged with the iPages support team (via incidents@ipages.biz), until the time a member of the team provides an initial response via email or phone. This response will usually indicate findings of the team's preliminary investigation into your issue.
- 6.8. For the avoidance of doubt, whilst an incident/query can be raised by phone, we ask that an email is sent detailing the problem, to provide a record of the time the incident/query was raised.
- 6.9. If we determine that multiple incidents are raised about the same or closely related issues we may merge the related incidents and reply to you only in one email. Any such superfluous incidents will be closed and excluded from this guarantee.
- 6.10. The levels of refund referred to in clause 6.3 above are as follows:

Incident type	Refund if the Incident is not resolved within the time specified by clause 6.3
Critical	75% of the Monthly Fees
High Priority	50% of the Monthly Fees
Low Priority	25% of the Monthly Fees

- 6.11. In addition to the refunds set out above, we will not be entitled to charge you Monthly Fees until the Incident is resolved.

7. TERMINATION RIGHTS IN THE EVENT OF SERVICE FAILURE

- 7.1. If we fail to meet the Service Level Guarantees in any given 30 day period you may give us a notice specifying the default or defaults (a 'specified' default or defaults).
- 7.2. We shall remedy the specified default within 3 Business Days of receiving the notice referred to in paragraph 7 above.
- 7.3. In the event that we fail to remedy the specified default within 7 Business Days then you may by a further notice to us terminate this Agreement. You shall not be entitled to give us this further notice unless it is giving within 7 days of the notice referred to in paragraph 7 above.
- 7.4. If you do not give the further notice referred to in paragraph 9 above (whether as a result of the ending of a specified default or otherwise) but we repeat a failure to meet the Service Level Guarantees (whether previously repeated or not) then you may give us a fresh notice under paragraph 7 above.