



# SERVICE LEVEL AGREEMENT FOR THE SPA GROUP DEDICATED / CO-LO & VIRTUAL PRIVATE SERVER PRODUCT RANGE

These Terms & Conditions apply to all customers who purchased any SPA Services after 1st June 2005.

These Terms & Conditions explain our responsibilities to you, along with your responsibilities to SPA and to the other users of the service.

If there is anything you do not understand or have any further questions about this product, please contact our Support Line or email us at [support@theSPAGroup.co.uk](mailto:support@theSPAGroup.co.uk)

SPA reserves the right to refuse any application for service.

"Agreement"	means the agreement between you and SPA, comprising these Terms together with any orders you may make.
"Fees"	means the fee or fees (and Local Administration Costs) due for the provision of the services as set out in any order or (if not set out) calculated by reference to the then standard SPA prices.
"ICANN"	means the Internet Corporation for Assigned Names and Numbers.
"Local Administration Costs"	means any registration fees and other costs incurred by SPA on your behalf for the registration or attempted registration of domain names including currency conversion costs and bank charges.
"Order"	means the order form or letter signed by you requesting Services.
"Server"	means the computer server equipment operated by SPA in connection with the provision of the Services.
"Service" or "Services"	means any and all services provided by SPA under these terms including, without limitation, domain name registration services; domain name portfolio management services; domain name searching, monitoring and recovery services, web site hosting, web, email and usenet searching and monitoring services and consultancy services and any other services which may be provided from time to time.
"Standard Price List"	means the list(s) of the standard prices for SPA company products which are available on request.
"Terms"	means these terms and conditions of business.
"SPA" means	theSPAGroup (and all divisions of), Technopole, Hampshire PO2 8FA United Kingdom and/or any other group member of SPA which shall supply Services to You.
"Web Site"	means the area on the Server allocated by SPA to you for use by you as a site on the Internet; and
"You"	means the person, firm or company who purchases Services from SPA and any of their or its employees, consultants and authorised agents.



## STANDARD SUPPORT CONTRACT

THE FOLLOWING TERMS OF BUSINESS APPLY TO ALL SERVICES PROVIDED BY SPA TO YOU. BY PURCHASING SERVICES FROM SPA YOU AGREE TO THESE TERMS OF BUSINESS.

### SERVICE DESCRIPTION

The service provides for the provisioning of a secure environment, Internet connection and resilient power for a customer's co-located server or a dedicated server provided by SPA.

It includes customer requested power recycles, monitoring of the Network and diagnostic action to confirm that the server is responding to basic reflect tests.

This Service Level Agreement (SLA) sets out the levels of technical support and service credits available in the event of Network unavailability and the limits of SPA's and the customer's own responsibilities as regards the service.

### 1.1 TECHNICAL SUPPORT HOURS

Monitoring of Network : 24 hours a day, 365 days a year

Technical support working hours :

Monday to Friday :	9.00am to 5.30pm
Saturday & Sunday :	Emergency cover only
Public holidays :	Emergency cover only

### 1.2 SECURITY

Access to SPA's data centres is restricted to a limited number of authorised staff. Security controls such as photo ID cards, CCTV, UPS back up and environmental control are all used to protect SPA's data centres.

### 1.3 BACKUPS AND RECOVERY

SPA can offer all co-located and dedicated servers a range of backup options; monthly, weekly or daily backups using Veritas NetBackup to a DLT tape library. Prices for these services are detailed in the Standard Price List.

In the event of a customer requiring a recovery from backup this will be the subject of a technical support call for which the standard charges apply as detailed in the Standard Price List, which is available upon request.

### 1.4 RESPONSIBILITIES OF

SPA\*

SPA will:

Provide either, a dedicated server or a virtual private server configured to SPA's server build or rack space for co-located server.

Provide a 100Mbps Network connection on SPA's switch.

Provide power (UPS) to the customer (Power).

Upon request, confirm that the relevant server responds to an echo test (Ping).

Maintain 99.7% Network availability see Calculating Service credits (1.8).



Maintain the customer server in an appropriate environment as defined in this document.

Initiate customer requested power cycles or reboots, up to a maximum of 4 occurrences in a calendar month, within technical support working hours. Any additional power cycle requests would incur an additional charge as specified in the Standard Price List. Please be aware that reboots may cause loss of data and this provision will be activated only upon the failure of an echo test to the customer's server.

Provide DNS (Domain Name Server) management for Domains registered with **SPA** and on our Name Servers, at no additional charge\*\*, during the contract period of this service:

- Adding/ removing Domain names
- Modifying zone records
- Managing DNS configuration
- Providing secondary DNS (if requested)

Enable server hardware management\*\*\*.

All dedicated servers are provided with the standard manufacturer's hardware warranty. This would be implemented in the following way:

**SERVERS PURCHASED BY CUSTOMERS:**

**SPA** will co-ordinate arrangements between the manufacturer and the customer. Upon request **SPA** can provide alternative solutions.

**SERVERS RENTED BY CUSTOMER:**

**SPA** will implement the warranty and provide a suitable alternative solution whilst repairs are carried out.

**1.5 RESPONSIBILITIES OF THE CUSTOMER**

It is the customer's responsibility to operate and manage any dedicated server allocated to them, to ensure the integrity and security of their server and to comply with **SPA's** Acceptable Use Policy. **SPA** is not responsible for ensuring the integrity and security of customer's servers.

These responsibilities include but are not limited to:

Carrying out any configuration or customisation work after the initial server build.

Installing and maintaining applications ensuring applications are appropriately installed, configured and maintained including the interfaces to the Operating system

Maintaining Operating System Software at appropriate levels including the application of available software patches and updates

Ensuring adequate virus protection by updating appropriate patches

Ensuring that no activity effects the efficiency of the scheduled backup process

Ensuring the licenses are held for all software on the server

Ensuring that all non-essential ports are closed for security purposes and the provision of all necessary measures to protect the server from possible hacking

Abiding by the terms of use described in **SPA's** standard terms and conditions

Ensuring the security of **SPA's** network; we would suggest that customers regularly change their passwords and under no circumstances to disclose their username and passwords to any third parties (except as required to provide support)

Being aware of any notices posted on [http:// www.theSPAGroup.co.uk](http://www.theSPAGroup.co.uk) and to action any consequent recommendations



## 1.6 REMOVAL FROM NETWORK

**SPA** reserves the right to remove any customer server from the network should **SPA** determine, in its absolute discretion, that a server has been compromised or in any way used inappropriately.

Events, which may trigger such actions, include but are not limited to:

Server known to be involved in a DDoS (Distributed Denial of Service Attack).

Server found to be probing ports for vulnerabilities on other servers.

Server is involved in any form of illegal activity.

Server has been compromised. (Cracked/ Hacked).

Server is causing network disruption however caused.

Customer does not comply with **SPA's** Acceptable Use Policy.

## 1.7 PHYSICAL ACCESS

**SPA's** dedicated and co-located server products are designed to be managed remotely and as such we do not expect customers to require physical access to their server. However, subject to agreement with the **SPA** technical support team, usually in the case where 72 working hours notice is given and the appointment occurs during technical support working hours, there is no additional charge for this physical access (limited to one occasion per calendar month for one hour). Visits which extend beyond these hours will incur the appropriate access fee as defined in the Standard Price list.

In any other circumstance the customer should expect to pay the appropriate access fee as defined in the Standard Price list.

## 1.8 CALCULATING SERVICE CREDITS

Service Credits are applicable should the Network become unavailable. The Total Outage Period shall be calculated in the following manner:

The Outage Incident Start time of a Service being unavailable shall be defined and measured from the time the fault is detected by us or is reported to our Support Desk and a support call ticket has been originated.

The Outage Incident End time of the period of unavailability shall be deemed as the time at which the service can be demonstrated to be available by a PING command or that the support call ticket has been resolved.

The Total Outage Period shall be the period, or sum of multiple periods as applicable within any calendar (excluding any period of planned downtime) from the Outage Incident Start time to the Outage Incident End time, each as outlined above.

The Total Monthly Time Period is calculated by taking the 24 hours in each day and multiplying these by the average number of days in each calendar month (365 days per year, divided by twelve months = 30.42 days per month).

If, during any given calendar month the Total Outage Time is greater than 0.3% of the Total Time Period of the calendar month, then the service shall be deemed to have been unavailable for an unacceptable period. The customer shall be provided a credit against future Service Subscription Fees, or equivalent charges on presentation of a written claim within 30 (thirty) days of the first occurrence of the Outage, a sum equal to the amount of Service Subscription Fee pro-rated for the period of the Total Outage Time less the pro-rated sum for the first 0.3% of the given calendar month.



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The provision of Service Credits is the sole compensation available to customers in the event the services are unavailable. This SLA is supplemental to SPA's standard terms and conditions, which apply to all services supplied

### 1. 9 PLANNED AND EMERGENCY DOWNTIME

SPA reserves the right to close down customer systems with no notice should emergency maintenance become necessary.

For planned downtime, SPA will inform the customer by posting the relevant information on the Network status page on our web site: [http:// www.theSPAGroup.co.uk](http://www.theSPAGroup.co.uk)

It is not expected that these planned downtimes will exceed more than 8hrs/ month and this planned downtime is excluded from any calculation of availability.

### 1.10 ACTIVITY/ KPI

Installation of server	Within 5 working days of clearance of remittance.
Network uptime	99.7%
Network Availability	The availability (determined by pinging) of the network infrastructure provided between the customer's server and the internet exchange
Reboot (during technical support working hours)	Within 4 working hours of request (please be aware that this may cause loss of data). This does not include problem diagnosis or troubleshooting.



## 2.0 GLOSSARY OF TERMS

AUP	Acceptable Use Policy
Backup	The activity of copying files so that they will be preserved in case of equipment failure or other catastrophe.
CCTV	Closed circuit television
Crack	To break into a computer system
DDoS	A distributed denial-of-service (DDoS) attack is one in which a multitude of compromised systems attack a single target, thereby causing denial of service for users of the targeted system.
DLT	Digital Linear Tape is a form of magnetic tape and drive system used for computer data storage and archiving.
DNS	The domain name system (DNS) is the way that Internet domain names are located and translated into Internet Protocol addresses
Hack	To modify a program/ server, often in an unauthorized manner, by changing the code itself
Initial server build	Server Operating System configured and set up with the latest available patches and/ or service packs from the manufacturer. Additionally installation and configuration of any specific third party software requested by the customer and agreed by us upon initial order placement.
Internet Protocol (IP)	The method or protocol by which data is sent from one computer to another on the Internet.
Network	The network infrastructure provided between the customer's server and the internet exchange.
Ping (echo test)	A basic Internet program that lets you verify that a particular IP address exists and can accept requests
Pipe	Provision of uncontented network and internet connectivity
Power	Provision of uninterruptible power supply
Reboot	Power recycling of the server
UPS	Uninterruptible power supply

\* Technical support other than described above, may be purchased separately as Consultative Support and is provided in line with the Standard Price List per hourly rate.

In the event that any downtime is caused by customer intervention/error and the customer approves the use of Consultative Support to remedy the error then the customer is liable for the relevant Consultative Support charges incurred in resolving the problem.

\*\*It is not possible for SPA to offer DNS management for domains that are not on SPA's Name Servers. SPA offers a free transfer service for domains transferred to our DNS but may be subject to registrar fees for registry changes.

\*\*\*SPA will replace failed hardware but is not liable for downtime or loss of data that results from hardware failure.