Service Level Agreement

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This service level agreement (SLA) describes the level of service that Stream's customer ('the client') will receive from Stream Interactive Ltd ('the supplier').

The client depends on IT equipment, software and services (together: 'the website solution') that are provided, maintained and supported by the supplier. Some of these items are of critical importance to the business. This service level agreement sets out what levels of availability and support the client is expected to receive for this system. It also explains what penalties will be applied to the supplier should it fail to meet these levels. This SLA forms an important part of the contract between the client and the supplier. It aims to enable the two parties to work together effectively.

Scope

Parties

This SLA is between the Client and the Supplier

Dates and reviews

This is an ongoing agreement that sets out a framework for the standard business environment. It may change from time to time without notice to the Client. Where special or extended terms are required then a separate agreement can be drafted.

Equipment, software and services covered

This SLA covers only the website solution provided to the client, as publicly seen in the form of websites, and administration sites. There are two elements of the services:

1. The cloud based VPS environment, as provided by Vocus.
2. The software application that runs within this environment.

Vocus Environment

The cloud/VPS environment is a service that is fully provisioned by Vocus. It includes the data centre environment, cloud hardware and network infrastructure, bandwidth and provision of application services such as the firewall and online server management console.

The client is aware that many providers offer 'cloud' server environments that are capable of running the website solutions, and it is the clients choice to accept use of the Vocus infrastructure to run the website solutions created by Stream.

The client is also aware that Stream Interactive has an account with Vocus, who has provisioned a VPS environment for Stream, and that the client website software resides within that setup. Only Stream Interactive developed and supported websites are loaded to this environment, and only qualified Stream staff have access to manage these servers.

Management of this provisioned infrastructure is outside Stream's control and so all aspects of that service are governed by the publicly available Vocus legal agreements and SLA documents. Both Stream and the client equally operate subject to this Vocus service provision.

Stream will endeavour to work with Vocus where issues need to be escalated, and/or constructive input toward issue resolution can be provided.

Software Application

Stream Interactive has built and maintains the software package that runs within the Vocus environment. This website software solution is the aspect that Stream takes direct responsibility for. This includes core elements of:

Item	Description	Priority
Windows server / MS SQL Server; Windows Server / IIS	Primary database and Web Servers supporting the website operation.	1
Software as a Service	Other servers which include an application server to support email marketing, automation routines and an error alert system to notify when automation is not running in the manner expected.	3
Firewall	Underlying services provided by Vocus, but configured by Stream.	1

Exclusions

This SLA is written in a spirit of partnership. The supplier will always do everything reasonably possible to rectify every issue in a timely manner. However, there are a few exclusions. This SLA does not apply to:

- Any equipment, software, services or other parts of the Website solution not listed above
- Software, equipment or services not purchased via and managed by the supplier

Additionally, this SLA does not apply when:

- The problem has been caused by using equipment, software or service(s) in a way that is not recommended.
- The client has made unauthorised changes to the configuration or set up of affected equipment, software or services.
- The client has prevented the supplier from performing required maintenance and update tasks.
- The issue has been caused by unsupported equipment, software or other services.

This SLA does not apply in circumstances that could be reasonably said to be beyond the supplier's control. For instance: floods, war, acts of god, malicious attacks such as DoS attacks, and so on. This SLA also does not apply if the client is in breach of its contract with the supplier for any reason (e.g. late payment of fees). Having said all that, Stream aims to be helpful and accommodating at all times, and will do its absolute best to assist the client wherever possible.

Responsibilities

Supplier responsibilities

The supplier will provide and maintain the Website solution in a professional manner.

This includes:

- Regular monitoring of disk space.
- Regular monitoring of CPU utilisation.
- Regular monitoring for system errors.
- Ensuring backups are managed to the agreed plan.
- Ensuring the operating system and overlaid applications are properly patched.
- Ensuring server configuration is adequate and is done in a professional manner.
- Publishing tested solutions that have a reasonable level of confidence in their ability to perform efficiently, accurately and which are suitably secure.

Additionally, the supplier will:

- Run a 24/7 monitoring system to ensure core services are operational.
- Ensure relevant software, services and equipment are available to the client in line with the uptime levels listed.
- Respond to support requests within the timescales listed below.
- Take steps to escalate and resolve issues in an appropriate, timely manner.
- Maintain good communication with the client at all times.

Client responsibilities

The client will use the supplier-provided Website solution as intended.

Additionally, the client will:

- Notify the supplier of issues or problems in a timely manner.
- Provide the supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention.
- Maintain good communication with the supplier at all times.

Uptime Targets

Uptime levels

In order to enable the client to do business effectively, the supplier will take all reasonable care to ensure that certain items will be available for a certain percentage of time. These uptime levels apply to items in the 'Equipment, software and services covered' table. The level of uptime depends on the priority level of each item:

Priority Level	Target Uptime
1	99.9
2	99.5
3	99.0

Measurement and penalties

Infrastructure uptime is measured using Vocus supplied information. If uptime drops below the relevant threshold as set by Vocus, then Stream will pass on an equivalent of the penalty to the client as provided by Vocus to Stream.

Website application uptime is measured by the supplier's automated monitoring, which gives an approximation of uptime. There is a wide spectrum of possible failures, some of which are outside the control of Stream and some which won't register against the monitoring.

For instance:

- There may be false positives where the off site monitoring cannot connect due to network issues outside of the primary hosted environment
- A malicious attack such as a DoS attack could take place.
- Slowness of service or partial degradation may not be picked up by the monitoring. This monitoring is not able to distinguish between actual downtime from server reboots resulting from system maintenance, or 'middle of the night' downtime while publishing important updates.
- A new and custom feature may have been published in good faith, after suitable testing, but still an aspect missed that manifests into a compromised system until identified.

Due to the vagaries involved, application uptime is provided on a 'best effort' and carries no direct penalties.

Target response times

When the client raises a support issue with the supplier, the supplier promises to respond in a timely fashion.

Response times

The response time measures how long it takes the supplier to respond to a support request related to the website solution.

Where the query relates to infrastructure downtime then it is most likely that Vocus will already be aware of the issue due to their in-house monitoring and the fact that the systems are shared by a large number of customers. However Steam will never assume this, and will always escalate the query to Vocus where it is believed that infrastructure issues exist.

The supplier is deemed to have responded when it has replied to the client's initial request. This may be in the form of an email or telephone call, to either provide a solution or request further information.

Response time targets depend on the priority of the item(s) affected, the severity of the issue, and the time of day/day of the week. They are shown in this table:

Priority	Fatal	Severe	Medium	Minor
Normal Working Hours				
1	15 Minutes	15 Minutes	1 Hour	4 Hours
2	30 Minutes	30 Minutes	2 Hours	4 Hours
3	1 Hour	1 Hour	2 Hours	4 Hours
Extended Working Hours				
1	30 Minutes	30 Minutes	Next work day	Next work day
2	1 Hour	1 Hour		Next work day
3				Next work day
Off Hours				
1	4 Hours	4 Hours	Next work day	Next work day
2	4 Hours	Next work day	Next work day	Next work day
3	Next work day	Next work day	Next work day	Next work day

Response times are measured from the moment the client makes phone contact with a person at Stream Interactive, either at the office or via a mobile phone outside normal office hours of 8:30am – 5pm, Mon - Fri.

In addition, Stream carries out 24/7 server monitoring and undertakes to meet the above response targets in reaction to automated alerts.

Severity levels

The severity levels shown in the tables above are defined as follows:

Severity Level	Description
Fatal	All users and critical functions affected. Item or service completely unavailable.
Severe	Large number of users or critical functions affected.
Medium	Limited number of users or functions affected. Business processes can continue.
Minor	Few users or one user affected. Business processes can continue.

Hours Definitions

The hours show in the table above are defined as follows. The normal working week is considered to be Mon-Friday. and does not include public holidays.

Hours	Description
Normal Working Hours	Work Week: 7am – 6pm
Extended Working Hours	Work Week: 6pm – 11pm
	Weekends: 8am – 4pm (Includes '3 day' weekends)
Off Hours	Work Week: 11pm – 7am
	Weekends: 4pm – 8am
	Public holidays for Xmas, New Year and Easter.

Resolution times

The supplier will always endeavour to resolve problems as swiftly as possible. It recognises that the website software solutions are key to its business and that any downtime can cost money and more importantly harm reputation.

However, the supplier is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously.

For instance, it may be possible to resolve a fatal server issue in minutes, simply by restarting the server. But if a server fails due to disk error or a hardware fault (also classed as a fatal issue) it may take much longer to get back up and running.

In all cases, the supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the client.

Disaster recovery is covered in a separate 'Disaster Recovery' document, which sets out an agreed path of action when critical failure occurs and a remedy within the Vocus environment is either unlikely, untimely or simply not possible.

Right of termination

The supplier recognises that it provides services that are critical to the client's business.

If the supplier consistently fails to meet the service levels described in this document, the client may terminate its entire contract with the supplier, with no penalty.

This right is available to the client if the supplier fails to meet these service levels more than five times in any single calendar month on items that are of a Critical or Severe nature.