

Service Level Agreement



Following is a plain English and friendly description of our "Service Level Agreement" (SLA) setting out the levels of service you can expect from Coretek and what will happen if we fail to meet our service levels. This SLA should be read in conjunction with Coretek's Terms & Conditions and also, either your Services Agreement which identifies the Services you have purchased, or your Support Agreement which identifies the Support you have purchased and the items supported. In this document, "We", "Us" or "Coretek" refers to the Coretek Group of Companies, Coretek Group Ltd, Coretek Ltd, and CoretekCloud Ltd; and "You" or "Your" refers to you, our customer or a third party acting on your behalf. Coretek reserves the right to amend the SLA from time to time, the latest version will be published on the Coretek website.

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1. Definitions & Interpretation

- 1.1. In this Service Level Agreement, ("SLA"), except where the context otherwise requires, the following words and expressions shall have the following meanings:
 - 1.1.1. **Agreement:** means the agreement for the goods and services to which this SLA forms part of together with the Purchase Order and/or any Service Level Agreement relating to the Services and as further described in our Service Level Agreement document;
 - 1.1.2. **Availability:** The time in any calendar month for which the service is not subject to any faults affecting the service, and is therefore Available. This does not include any planned maintenance window.
 - 1.1.3. **Case:** Faults are logged on our ITIL system and are assigned a unique case number.
 - 1.1.4. **Fault:** A material defect, fault or impairment in a service or device, which causes an interruption in the provision of the service.
 - 1.1.5. **Infrastructure:** Data centre power, cooling, environment, security and monitoring.
 - 1.1.6. **Normal Business Day:** Every day excluding Saturdays and Sunday and national holidays in England.
 - 1.1.7. **Normal Business Hours:** 09.00 to 17:00, Monday to Friday excluding national holidays in England.
 - 1.1.8. **Normal Support Hours:** 08.00 to 18:00, Monday to Friday (10x5) excluding national holidays in England.
- 1.2. In this SLA (except where the context otherwise requires):
 - 1.2.1. any reference to a Condition is to the relevant clause of this SLA;
 - 1.2.2. headings are included for convenience only and shall not affect the construction or interpretation of the Agreement;
 - 1.2.3. the singular includes the plural and vice versa;
 - 1.2.4. words importing a particular gender or number do not exclude other genders or numbers; and



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1.2.5. references to any statute, statutory provision or statutory instrument include a reference to that statute, statutory provision or statutory instrument together with all rules and regulations

made under it all as from time to time amended, consolidated or re-enacted.

2. Addresses and Contacts

The registered offices of Coretek and the address for general correspondence is:

Unit 7 Gardeners Business Park, Sherfield English Road,
Romsey, Hampshire, SO51 6EJ, UK.

Contact details:

Company Registration Numbers:

Coretek Group Limited: 08614052
Coretek Limited: 03711700
Coretek Cloud Limited: 08578078

Telephone: 0800 304 7444 (toll free)
Telephone: 01794 325 920 (local rate)
General email: enquiries@coretek.co.uk
Support email: support@coretek.co.uk
Web: www.coretek.co.uk

3. Service Availability

3.1. Coretek targets 99.999% availability of your service. If the service is unavailable for more than 30 consecutive minutes in any one month, one days credit for each period

of loss of service of 30 minutes shall be deducted from the next billing period fees (limited to a maximum of 5 days service credit per month).

4. Hosting: Dedicated & Virtualised Servers, Co-Lo, Rack Space

4.1. Fault Handling / Response Time for Break/Fix.

4.1.2. Coretek's response times out of Normal Support Hours are as follows:

4.1.1. Coretek's response times during the Normal Support Hours are as follows:

4.1.2.1. You can email us on our 24x7 support email address, which is listed above. Coretek will attempt to manage any urgent business critical support issues out of Normal Support Hours on a "best endeavours" basis. We will require contact names & numbers from you and you are responsible for providing Coretek accurate and current contact information for your designated points of contact. All other issues which are deemed non-urgent business critical support and will be dealt with during Normal Support Hours according to the priorities listed in section 4.6.

4.1.1.1. You can call us on our support number, which is listed above, and expect a prompt answer and be able to speak to a Support Technician normally straight away and always within 1 hour. You can expect to be contacted as per the below table with a progress report, unless otherwise agreed or due to the case being parked.

4.1.1.2. In exceptional circumstances, for instance during a Major Service Outage (MSO), resources will be diverted to correcting the fault and resuming the service as fast as possible. This means that regular updates to individual customers will not be possible. Regular updates will be posted on the website.

4.2. Coretek will replace any failed component for which we are responsible at no cost to you. Hardware replacement will begin once Coretek identifies the cause of the problem.



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Cloud Accelerate



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- 4.3. In the event of hard disk or fatal operating system failure Coretek will perform initial install of standard OS distributions and supported pre-installed software. You will then be required to complete the configuration and installation to meet your own requirements, unless pre-agreed by us in writing.
- 4.4. The security of your server and co-lo devices remain your responsibility and you should perform backups and maintenance to maintain its integrity. Coretek accepts no responsibility for damage or loss of data however caused (for instance, as a result of hardware failure or malicious "hacking").
- 4.5. Planned Maintenance Window
 - 4.5.1. The maintenance window for planned outages is between 19.00 and 07.00 UK time.
 - 4.5.2. Coretek may suspend the service to carry out periodic maintenance or upgrade work on the service, this will be carried out during the maintenance windows.
 - 4.5.3. We will provide you with 5 Business Days notice of planned maintenance windows by email and/or by notification on the website.
- 4.6. Coretek SLA's are as follows:

	High Priority	Medium Priority	Low Priority
Initial Response	2 hours	4 hours	Next Business day or sooner
Progress Feedback	Every 2 hours	Every 4 hours	Daily

5. Compensation

- 5.1. Service Credits are your sole compensation for any failure to meet our Service Level Agreement.
- 5.2. Service Credits are payable where (a) you have submitted a claim by email to support@coretek.co.uk within 10 business days after the circumstances giving rise to the claim, (b) the claim clearly identifies the circumstances in which the credit or compensation arose and includes the case number, and (c) Coretek has agreed by email, acting reasonably and without undue delay, to your claim.
- 5.3. Service Credits will be applied to your account in the billing period following Coretek's agreement to the claim.
- 5.4. Accounts with overdue payments will not be eligible for credits and will forfeit the right to claim.
- 5.5. The maximum monthly service credit is limited to 5 days and the day rate is calculated as the annual rate divided by 365. Accumulated or residual credits will not be carried over to subsequent months or billing periods.
- 5.6. You can only make one claim for each case and no more than 3 claims per annum for each service.
- 5.7. Coretek is not liable to pay compensation under this SLA where its failure to meet any of its obligations is caused by force majeure, by a failure in your equipment, by your act or omission or that of a third party acting on your behalf, or any other cause beyond Coretek's reasonable control. In no event shall Coretek be liable for indirect or consequential loss (including loss of profits) arising from any loss of service.
- 5.8. Planned maintenance carried out in the maintenance window will not entitle you to service credits.
- 5.9. Disruption caused as a result of planned maintenance carried out during the maintenance window will not entitle you to service credits.

