



Service Level Agreement

SWG Managed Hosting Service

Standard SLA - April 17th, 2019

Confidentiality Statement:

The information contained within this document is strictly confidential and contains proprietary and privileged information which is the intellectual property of Service Works Global. It is intended for use by the recipient for evaluation purposes only and may not be reproduced or disclosed under any circumstances without the express written permission of an authorised authority of Service Works Global.

Contents

Contents.....	1
Version Log.....	1
Managed Hosting Service - Service Level Agreement.....	2
1. Scope of Services	2
2. Service Levels & Issue Priorities.....	2
Performance Targets	3
Definitions.....	3
Response	3
Target Fix	3
Support Hours	3
3. Points of Contact and Escalations	3
4. Third Party Related Support Issues	4
5. Service Availability	4
6. Alerting and Monitoring Solutions	5
7. Access to Additional Customer’s Systems or Services	5

Version Log

Version #	Summary of Revision	Date	Author
1.0	First edition	17/04/2019	MR
1.1	Clarify Service Availability calculation	20/08/2021	MRi

Managed Hosting Service - Service Level Agreement

This Service Level Agreement is governed by the terms and conditions set forth at Web address <https://www.swg.com/swg-contract-documents/>. The purpose of this document is to set out the general terms and principles for the performance measurement relating to Service Levels for hosting service support.

1. Scope of Services

- (i) SWG shall continuously monitor and measure the performance of services provided 24/7, 365 days per year and perform proactive corrective actions without undue delay. Corrective services are available 24/7, 365 days per year.
- (ii) SWG shall perform the Support Services at or above the levels of performance as set out by the Service Levels below.
- (iii) The Customer can log incidents 24/7, 365 days per year via the SWG support portal.
- (iv) The Customer will designate the specific Super Users who may contact SWG's Support Team and are authorised to use Support Services.
- (v) If, after SWG's initial investigation of the identified incident, SWG reasonably believes that such incident should be reclassified to a different priority level, SWG will promptly communicate this to the Customer. SWG will proceed to correct the incident in accordance with the SWG classification.
- (vi) If an Incident arises out of the Customer's or other third party's breach or delay, then the timeframes described in this document will not apply and the parties will mutually agree on commercially reasonable timeframes for the performance of the Support Services.

2. Service Levels & Issue Priorities

If service monitoring detects potential incidents in using the services, SWG's Support Team shall automatically start corrective actions. SWG will perform service monitoring on a 24x7 basis, but will respond to support requests submitted from the customer in support hours based on the adjusted Priority Level of the reported incident. For Customer logged incidents SWG will use auto-generated ticket numbers for tracking an incident lifecycle.

Performance Targets

Priority	Description	Response	Target Fix
P1	Entire System Down All users.	1 hours	2 hours
P2	Single/Multiple critical function not operational for all users of that function.	2hours	4 hours
P3	Single or Multiple functions not operational for a subset of users but not critical impact.	8 hours	24 hours
P4	Disruption but not failure of Single or Multiple functions but not critical impact.	16 hours	40 hours
Training/ Query	User Query/ Training (first 15 minutes of training provided FOC).	16 hours	40 hours

Definitions

For purposes of the tables above, the following terms shall have the meanings set forth below.

Response

Is the elapsed time within Support Hours when SWG provide an initial response to the logged case.

Target Fix

Is the elapsed time within Support Hours for SWG to provide a suitable workaround or final fix for the issue, less the time that the case has been in the hands of the customer or a third party to provide feedback or further requested information.

Support Hours

Support hours are 8.30 am to 6.00pm Monday to Friday excluding UK bank holidays.

3. Points of Contact and Escalations

The Parties' respective escalation contacts will be defined in the support handover. Either party may change its escalation contacts at any time upon written notice to the other party; provided that, for the Customer, the escalation contact is a Customer employee or directly working on behalf of the Customer. In the event that SWG fails to satisfy any of the response time commitments set forth above, the Customer may escalate the issue to the applicable SWG escalation contact next in order. Only trained, designated Super Users may contact SWG using the methods provided, to report an Incident, and such person(s) will be responsible for all communications with SWG with respect to the incident in question. SWG is not responsible for any delays or other problems in performing the Support Services caused by inaccurate contacts or delayed assistance.

4. Third Party Related Support Issues

The Customer acknowledges that any problems experienced by the Customer that are attributable to any Third-Party Resources or Customer's third-party vendors and suppliers are not subject to SWG's support obligations under this document.

Without limiting the generality of the foregoing, the parties acknowledge that SWG shall be responsible for coordinating the provision of cloud capacity services associated with the Support Services, and such services will be carried out by a third-party hosting provider (i.e., a cloud computing provider). Although SWG will facilitate communications between the Customer and the hosting provider and represent the Customer's interests in any communication with the third-party hosting provider, the Customer further acknowledges that SWG will be unable to correct any hosting incidents or problems as the same will be beyond its reasonable control. Therefore, the support services shall not apply to any third-party hosting providers/services and SWG will not be in breach of its support obligations hereunder if the hosting services it has ordered/commissioned experience incidents, outages and/or unscheduled downtime which are not immediately remedied in accordance with the provisions herein.

5. Service Availability

For the purposes of this document, non-availability is split between Planned and Unplanned downtime. The calculation of Unplanned Downtime formula is set forth below.

SWG may at its sole discretion notify the Customer and/or other relevant third parties with 48 hours' notice about maintenance that will be performed to the Services, including the duration of such maintenance, and any downtime caused by such maintenance within the given timeframe is counted as a Service Exclusion.

The target availability of the services shall be an agreed % (percentage) based on the configuration agreed and is measured over the course of a one-month period. Support Exclusions or Third-Party Related Support Issues or Planned Downtime do not count as a failure in Service Availability.

In addition, to the extent third party hosting providers engaged by either the Customer or SWG experience any kind of outage or downtime that is beyond the control of the parties and thereby render the Services unavailable to the Customer, this shall not count towards Unplanned Downtime. SWG hereby commits to update the Customer in regards of such downtime, as information is made available to SWG.

Service Availability calculation:

Service Availability % =

$$\frac{\text{Total hours in month} - \text{Downtime as monitored by Pingdom} \times 100}{\text{Total hours in month} - (\text{Planned Downtime} + \text{Support Exclusions} + \text{Third Party Related Downtime})}$$

In the standard configuration Service Availability is targeted to be at least 99.9%, higher availability is available based on optional configuration features.

6. Alerting and Monitoring Solutions

SWG is responsible for monitoring services and detecting incidents that arise with the Support Services. SWG shall execute these types of monitors. Included in this process will be designated specific team members to monitor the Services for the following failures:

- Service Availability: Pingdom URL monitor is put in place which monitors the Service endpoint visible to end users.
- Infrastructure Monitoring: Datadog, Azure Alerts or other monitoring systems used by SWG are used to monitor the cloud environment for resource usage as necessary.

The Customer may notify and alert SWG in the unlikely event Service Monitoring has not detected an incident.

Monitoring tools which SWG may utilise are described above and methods in use are under SWG's discretion and may vary.

7. Access to Additional Customer's Systems or Services

The Customer acknowledges and agrees that SWG's ability to provide Support Services may be dependent upon the provision of access to the Customer's system by the Customer as well as the cooperation that the Customer provides SWG from time to time. If access to the Customer's systems is required for incident resolution, then to the extent such access is necessary, any delay by the Customer in providing such access (or if the Customer does not provide such access at all), the incident is not counted as Unplanned Downtime.