

SLA

This SLA applies to the MSA between the Customer and the Company for all primary services included in an Order Form. Where any secondary services (Reseller Services, Software and Licensing) are included in an Order Form these are provided by each respective Supplier subject to any Supplier's service level agreement referenced in the Supplier Terms.

1. Definitions

All terms in capitals used herein shall have the meaning given to them below unless defined otherwise in the General Terms and Conditions.

“Business Hours”	means 9 am to 5.30 pm local UK time on a Monday to Friday excluding UK public holidays.
“Emergency Maintenance”	means maintenance, upgrades, updates, repairs to hardware and software related to resolving immediate problems causing instability in the Solutions;
“Planned Maintenance”	means maintenance, upgrades, updates, installation of new versions and repairs which are non-critical and not urgent, to any hardware or software;
“Solutions”	means the hardware and software that the Company is providing hosting, support or maintenance for under the applicable Special Terms, as applicable in relation to each service provided by the Company under the MSA.

2. Hosting Services

Where the Company provides Hosting Services on behalf of a Customer, the Company will take appropriate measures in terms of redundancy, monitoring and platform management to make the Solutions available via the Internet 99.9% measured on a monthly basis. The events set out in clause 7 of this SLA and Planned Maintenance shall be excluded from the calculation of availability of the Solutions.

3. Support Services

The Company provides all support services from a UK support centre which is available to named support users during Business Hours. Support services are provided in English.

Problems may be reported to the support centre by telephone on 020 8970 7980 or email to helpdesk@speakdigital.co.uk

All issues will be allocated a ticket number on our helpdesk which can be used to track progress and timing and should be used in all communication regarding that matter.

Any support provided outside of Business Hours is chargeable and must be agreed to by both parties in writing before commencing.

4. Problem Response and Resolution Times

Problems registered with the support centre will be dealt with in accordance with their level of severity and best endeavours will be made to respond within 1 Business Hour of an issue being notified. The Company shall rectify all issues (where this is possible) within 1 Business Day.

5. Maintenance

Planned Maintenance

The Company usually carries out Planned Maintenance at weekends or in the evenings. If Planned Maintenance is to be performed outside of these times the Company shall give the Customer at least 48 hours prior notice.

Emergency Maintenance

The Company shall where possible, provide the Customer with prior notice of Emergency Maintenance. However, work may commence at any time and shall continue until completed. The Company shall attempt but cannot guarantee scheduling Emergency Maintenance during non-Business Hours.

6. Customer's Obligations

The Customer has the following obligations under this SLA:

- to use a computer system capable of running the TCP/IP network protocol and an Internet web browser and using a web browser that supports JavaScript;
- to use all suitable hardware and software and telecommunications equipment required for accessing the Solutions;
- responsibility for the network connection between hosting centres and the Customer's premises (backend) connection to a telecommunications network;
- to inform the Company without delay of any problems with the Solutions;
- to purchase upgrades for its own software, if necessary, for the error free operation of its own software with the Solutions;
- to have a current virus scanner installed for each Customer system accessing the Solutions.

7. Limitation of Liability

The Company shall not be liable for, and shall have no obligation to fix, any issues or any lack of availability of the Solutions caused by the following:

- any breach of the Customer's obligations set out in clause 6 above;
- use of services, hardware, or software not provided by the Company, including, but not limited to, issues resulting from inadequate bandwidth, unavailability of telecommunications, faults or omission of ISPs, lack of connectivity or other issues related to third-party software or services;
- use of the Solutions on a system not supported by the Company or specifically agreed in writing in the MSA;
- interconnection of the Solutions with other software products not supplied by the Company except as expressly agreed in writing in the MSA;
- any DNS issues not within the direct control of the Company i.e. a fault on the Customer's network or own equipment configuration;
- problems or errors that occur while the Company is waiting for the Customer to provide information to enable it to rectify a fault or restore the Solutions;
- use of the Solutions after the Company advises the Customer to modify its use of the Solutions, if the Customer did not modify its use as advised;
- the Customer's unauthorized action or lack of action when required, or from its employees, agents, contractors, or vendors, or anyone gaining access to the Company's network by means of the Customer's passwords or equipment, or otherwise resulting from the Customer's failure to follow appropriate security practices;
- the Customer's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or its use of the Solutions in a manner inconsistent with the features and functionality of the Solutions (for example, attempts to perform operations that are not supported) or inconsistent with the Company's or Supplier's published guidance;
- faults caused by the Customer's management or connection to the Solutions;
- faulty input, instructions, or arguments (for example, requests to access files that do not exist);
- use of features of the Solutions that are outside of the Company support hours;
- the Customer failing to take part in training offered by the Company, necessary for use of the Solutions;
- attempts to perform operations that exceed prescribed quotas or that result from the Company's or Supplier's throttling of suspected abusive behaviour;
- any Solutions not paid for at the time of any issue arising;
- Force Majeure.