

Rev 1.0 - 01/01/07

## **1 SCOPE**

1.1 This SLA sets out the Service Levels provided in relation to the Company's Managed Security Service and is subject to (and must be read alongside) our General Terms and Conditions of Supply and Firewall and Managed Security Specific Terms and Conditions.

1.2 In the event of any conflict, the order in which each document will take precedence over the other is as follows: (i) this SLA, (ii) Firewall and Managed Security Specific Terms and Conditions and (iii) General Terms and Conditions of Supply.

1.3 Definitions (i.e. capitalised words and expressions) used in this SLA shall have the meaning set out in the General Terms and Conditions of Supply and/or Firewall and Managed Security Specific Terms and Conditions, unless and to the extent provided otherwise in this SLA.

1.4 This SLA shall come into force on the date that the Managed Security Service is activated and is made available to the Customer. For the avoidance of doubt, the Service Levels in relation to the Managed Security Service will not take effect until the Managed Security Service has gone live and the Service Levels in relation to any ISL Supplied Firewall shall not take effect unless and until the Firewall has been successfully installed by you in accordance with any instructions we may give or send to you for that purpose.

## **2 DEFINITIONS**

2.1 "Force Majeure" means any event or circumstances beyond our or any of our suppliers' reasonable control (including, but not limited to, fire, lightning, explosion, war, disorder, flood, industrial dispute, sabotage, weather conditions or acts of local or central Government or other competent authorities).

2.2 "Scheduled Maintenance" means outline, preventative or emergency maintenance carried out by the Company on its network.

2.3 "Service Levels" means the service levels described in Clauses 3,4,5 and 6 of this SLA, subject to the conditions and exclusions in Clauses 9,10 and 11

2.4 "24/7" means twenty four hours, seven days a week, 365 days a year.

2.5 "ISL Supplied Firewall" means a Firewall provided by the Company to the Customer.

2.6 "Month" means each month from the date of activation of the Managed Security Service and during the Service Period of the Managed Security Service.

2.7 "Service Charges" means the Charges payable by the Customer for the supply by the Company of the Managed Security Service.

### **3 OPERATIONS OF THE MANAGED SECURITY SERVICE**

3.1 The Company will use all reasonable endeavours to ensure that the Customer portal and standard firewall activity reports, provided as part of the Managed Security Service, will be available for 100% of time during the relevant Service Period subject to the terms of this SLA.

### **4 OPERATIONS OF THE ISL SUPPLIED FIREWALL**

4.1 The Company will ensure that new operating software releases are adequately tested and then deployed to any ISL Supplied Firewall at an appropriate time

4.2 ISL Supplied Firewalls will be maintained remotely by the Company in line with the manufacturer's specifications.

4.3 In the event of failure of any ISL Supplied Firewall to perform its normal tasks, and to connect to the Customer's network to inspect network traffic, the Company will (where it is satisfied that such a failure has taken place) ensure that a replacement is shipped to the Customer within 24 hours of the failure being identified by the Customer and notified to the Company in accordance with this

SLA.

4.4 The Service Levels set out in Clause 4.3 will remain in force for the period of 12 months from the date of coming into force described at Clause 1.4 above.

4.5 For the avoidance of doubt, the Company shall not be liable for any failure in a ISL Supplied Firewall to the extent that it is caused by a defect in the manufacture and/or materials of that Firewall.

### **5 SUPPORT**

5.1 The Company will ensure that a technician is contactable by the Customer during Business hours by e-mail, SMS, telephone or other equivalent communication

5.2 The Company will ensure that a technician is contactable by the Customer 24/7 by e-mail, SMS, telephone or other equivalent communication (but only where the Company has expressly agreed to provide such level of access in the Agreement).

5.3 The Company will ensure that calls for assistance concerning the Managed Security Service will (subject to Clauses 5.1 and 5.2 above) receive a response by e-mail, SMS, telephone or other equivalent communication within 1 hour. Where you do not have 24/7

access as set out at Clause 5.2 we will ensure that you receive a response within 1 Business hour.

5.4 The Company will ensure that faults affecting availability of any ISL Supplied Firewall will (subject to Clauses 5.1 and 5.2 above) be resolved within 2 hours of (the later of) the fault being raised by the Customer and a fault ticket number being assigned to the Customer. Where you do not have 24/7 access as set out at Clause 5.2 we will ensure resolution within 2 Business hours.

5.5 A fault shall be treated as resolved when the relevant Firewall is transmitting data

5.6 Where we have agreed to provide a Managed Security Service any relevant Firewall policy changes which we agree to undertake will be completed within 4 Business hours of our receipt of your request.

## **6 NETWORK MAINTENANCE**

6.1 The Company and/or its third party agencies periodically conduct Scheduled Maintenance that may affect availability of ISL Supplied Firewalls or the Managed Security Service. The Company shall (and/or will take all reasonable steps to procure that its third party agencies carrying out Scheduled Maintenance shall) make every reasonable effort to ensure that Scheduled Maintenance does not affect availability of the Managed Security Service, but reserves the right to carry out Scheduled Maintenance and shall give the Customer as much notice as is reasonably practicable to ensure proper operation of the Managed Security Service.

## **7 MONITORING**

7.1 As part of the Managed Security Service, the Company actively monitors network traffic passing through the Customer's relevant Firewall. The data gathered is used to create monthly Customer Managed Security reports and to enable the Company's technicians to provide security advice and information.

## **8 COMPENSATION**

8.1 If the Company fails to meet the Service Level described in Clause 3 (Operation of the Managed Security Service) in any Month, the Company will credit the Customer with the equivalent of one day's Service Charges for each hour the fault persists, subject to a maximum credit of 15% of the Service Charges for that Month.

8.2 If the Company fails to meet the Service Level described in Clause 4 (Operation of the ISL Supplied Firewall) in any Month, the Company will credit the Customer with the equivalent of one day's Service Charges for each hour the fault persists, subject to a maximum credit of 15% of the Service Charges for that Month.

8.3 If the Company fails to meet the Service Level described in Clause 5.3 in any Month, with respect to response time, the Company will credit the Customer with the equivalent of one day's Service Charges for each hour (or Business hour, as relevant) a support issue remains unacknowledged by the Company, subject to a maximum credit of 15% of the Service Charges for that Month.

8.4 If the Company fails to meet the Service Level described in Clause 5.4 in any Month, with respect to firewall availability resolution time, the Company will credit the Customer with the equivalent of one day's Service Charges for each hour (or Business hour, as relevant) a service affecting fault remains unresolved, subject to a maximum credit of 15% of the Service Charges for that Month.

8.5 All Service Charge credits will be raised in respect of the Service Charges for the affected Equipment or Services in the next charging period that follows the period of 30 days following the failure in question and are subject to the terms of Clause 10. Credits raised will be deducted from the Customer's next invoice.

## **9 NOTIFICATIONS**

9.1 The Customer must telephone the Company's Business Support Unit as soon as a problem with the Managed Security Service or a ISL Supplied Firewall is discovered.

9.2 Following preliminary diagnostic work to identify the nature of the fault with the service, a fault ticket will be issued by the Company in relation to the fault. Only one fault ticket will be issued in relation to a fault whether or not the fault gives rise to a failure of one or more Service Levels.

9.3 The Customer must supply all necessary data to identify and corroborate the presence of a fault and provide all necessary assistance to the Company's technician in determining the cause of the fault condition.

9.4 Claims under this SLA must be raised with the account manager responsible for the Managed Security Service in writing, subject to Clause 11.1.

## **10 COMPENSATION AND CONDITIONS LIMINTS**

10.1 Service credits or other claims for financial compensation for any failure or arising out of the Service and/or the Equipment (under this SLA or otherwise) in any given calendar month in which a fault or failure occurs shall not in any circumstances exceed the total monthly Service Charges (i.e. the actual monthly charge or a pro rated monthly charge where the actual billing period is longer than a month) for the Managed Security Service for such given month, regardless of the number of faults reported and/or occurring in that period against any other product or service supplied by the Company.

10.2 The Customer can only make one claim under the Service Levels set out in Clauses 3, 4, 5 and 6 of this SLA (pursuant to Clauses 8 and 9) in respect of a single fault ticket and

accordingly service credits will not exceed the amount of one day's Service Charges for each relevant hour of failure (notwithstanding that such failure is a concurrent failure of two or more of the said Service Levels) arising out of one fault, subject to a maximum credit of 15% of the Service Charges for the Month in which the failures occur. The Customer may elect to claim under the Service Level that gives rise to the greatest amount of service credit.

10.3 Claims for service credits cannot be made unless:

- (a) made within 30 days of a fault being reported by the Customer;
- (b) lodged with the Company's account manager responsible for the relevant Equipment/Service; and
- (c) accompanied by a valid fault ticket number.

10.4 The Customer's exclusive remedy for any failure by the Company to meet this SLA shall be the Service Credits expressed to be payable under this SLA.

## **11 EXCLUSIONS**

11.1 The Service Levels will not apply and accordingly claims for service credits or other financial compensation whatsoever cannot be made in respect of the following:

- (a) outages and/or loss or failure of service resulting from Scheduled Maintenance that may affect availability of all or any part of the Managed Security Service and/or any Firewall;
- (b) faults where the cause has been identified as being a malicious act or otherwise through the actions of another of the Company's users that have been found to be in breach of the Company's stated Acceptable Use Policy (AUP) or product terms and conditions;
- (c) faults which are the result of misuse or interference by the Customer or any third party with the relevant Firewall or Managed Security Service;
- (d) faults which are the result of data transmission originating from equipment owned or managed by the Customer;
- (e) any outage and/or loss or failure of service caused by any act or omission of the Customer in breach of this SLA or other contract with the Company;
- (f) any outage and/or loss or failure of service resulting from the severance or break in the Customer's relevant telecommunications link outside the control of the Company;

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(g) any outage and/or loss or failure of service resulting from Force Majeure; and

(h) outages and/or loss or failure of Service to the extent caused or contributed to by any equipment not supplied by the Company and/or in relation to which the Company has not agreed to provide maintenance and/or support.