Service Level Agreement

13th February 2017

Public - Freely Distributable

Version 1.1

Table of Contents

1 Availability SLAs

Proact understands that its customers depend on the IT systems provided, maintained and supported by Proact, and that some of these items are of critical importance to a business.

This service level agreement sets out what levels of uptime availability Proact will endeavour to provide to its customers for specific parts of its managed cloud services. It also explains the service credits that Proact will pay should it fail to meet these levels.

Availability is monitored using Proact's software platform. The specific components which are monitored vary depending on the solution. Availability is measured continuously, but for the purposes of the SLAs will be measured in units of a month. Service reports will be provided to the customer quarterly.

This SLA covers only the products in the table below. Proact may review and update this list at any time.

Product	SLA	Monthly SLA Description	Elements monitored
IaaS Application	99.99%	The individual application under management will be available for at least 99.99% of each month	The individual application(s) will be available if they respond to Proact's monitoring software.
IaaS Operating System	99.99%	The individual Operating Systems will be available for at least 99.99% of each month	The individual Operating Systems running within a Virtual Machine will be available if they respond to Proact's monitoring software.
IaaS Virtual Machine	99.99%	The individual virtual machines comprising the IaaS solution will be available for at least 99.99% of each month	The individual virtual machines will be available if they are reported as powered on by Proact's monitoring software.
IaaS Hypervisor	99.99%	The hypervisor platform comprising the IaaS solution will be available for at least 99.99% of each month	The hypervisor platform will be available if the hypervisor responds to Proact's monitoring software.
IaaS Storage	99.99%	The storage provided to the customer will be available for at least 99.99% of each month	The storage will be available if it responds to Proact's monitoring software probes.
BaaS	99.5%	The BaaS platform will be available for at least 99.5% of each month	The BaaS Platform will be available if the Backup Vault and any associated Backup Software located in Proact's data centre responds to Proact's monitoring software
AaaS	99.5%	The AaaS platform will be available for at least 99.5% of each month	The AaaS Platform will be available if the Archive Software located in Proact's data centre responds to Proact's monitoring software
DRaaS	99.99%	The DRaaS platform will be available for at least 99.99% of each month	The DRaaS platform will be available if the hypervisors and storage respond to their monitoring software probes within any single node of the DRaaS platform's hypervisor cluster and any single node of the DRaaS platform's storage cluster.
EXaaS	99.95%	The EXaaS solution will be available for at least 99.95% of each month.	The EXaaS service will be available if Proact's monitoring systems' can access the Exchange application instance
SOaaS	99%	The Security Operations solution will be available for at least 99% of each month.	The SOaaS service will be available if Proact's monitoring systems' can access the application instance.

Product	SLA	Monthly SLA Description	Elements monitored
DaaS Enterprise Cloud	99.95%	The DaaS solution will be available for at least 99.95% of each month	The DaaS Enterprise Cloud service will be 'available' if: • The DaaS login portal (shared architecture) OR the dedicated DaaS host(s) (dedicated architecture) respond(s) to the monitoring software probe; *and* • Either node of the active-directory VMs responds to the monitoring software probe; *and* • Either node of the remote access manager cluster responds to the monitoring software probe; *and* • The DaaS storage array responds to the monitoring software probe; *and* • The external Internet web sites respond to the monitoring software probe; *and* • A customer administrator can login to the self-service administration portal.
Comms – WAN	99.95%	The communications link will be available for at least 99.95% of each month.	The communications link will be available if Proact's monitoring software can access a network end point device (i.e. router, switch etc.) across the link.
Comms - Internet	99.95%	The internet connectivity will be available for at least 99.95% of each month.	The internet connectivity will be available if Proact's monitoring software can access commonly available web pages using the communications link.

1.1 How do we Measure Availability?

Availability is measured on a monthly basis as set out for each product above and Proact's monitoring software shall be conclusive. Availability is measured as a percentage and rounded to two decimal places, calculated as follows:

$$Availability = \frac{(Total\ Time - Unavailable\ Time) \times 100}{Total\ Time}$$

'Unavailable Time' refers to the period of time from when Proact establishes or confirms that the services are not 'Available' as defined for the individual products, to the point when Proact has corrected the fault.

1.1.1 Permitted Unavailable Time

The table below sets out the permitted unavailable monthly time for each product.

SLA	Per Month		
	Hrs	**Min**	**Sec**
99.99%	-	4	22
99.95%	-	21	54
99.5%	3	39	-
99%	7	18	-

The length of unpermitted unavailable time is calculated as follows:

Total unavailable time – permitted unavailable time = unpermitted available time

1.2 How do we Calculate Service Credits?

If availability for any product drops below the relevant threshold in any given month, the customer will be eligible to receive a service credit. A service credit is a reduction of the month's fee payable by the customer in the month following a service delivery report showing a failure to meet the SLA. If availability is less than the agreed service level, in any given month, the customer shall be entitled to service credits in accordance with the following table:

Length of unpermitted Unavailable Time	Service Credit
Up to 1 hour	5% of the monthly cost of the product.
1 to 3 hours	10% of the monthly cost of the product.
3 to 5 hours	15% of the monthly cost of the product.
Over 5 hours	20%, plus an additional 5% of the monthly cost of the product per additional hour over 5 hours, to a maximum of 100%.

For a failure to meet the IaaS Application, IaaS Operating System, or IaaS Virtual Machine SLA. The customer shall be eligible for service credits based on the monthly recurring charges for the affected individual virtual servers only. This is calculated by dividing the total vRAM allocated to those virtual servers in the month preceding the breach by the total vRAM allocated to all virtual servers of the same type and charged for together as set out in the contract (a 'Resource Pool') in the same month and multiplying the result by the total monthly cost of the relevant Resource Pool during the same month.

For a failure to meet the IaaS Hypervisor SLA, or the IaaS Storage SLA. The customer shall be eligible for service credits based on the monthly recurring charges for the entire affected service. For all products other than IaaS, service credits will be based on the entire monthly recurring charges for the affected service.

Proact shall only be liable for a service credit in respect of one IaaS SLA at once, so if a single incident results in failing to meet more than one of the IaaS SLAs the customer shall be eligible to receive the highest sum.

1.3 Example SLA and Service Credit Calculation

1.3.1 IaaS Application, Operating System, or Virtual Machine SLA

A customer pays £3,500.00 per month for their contracted managed cloud services, £1,000.00 of which is the cost of their 100GB vRAM resource pool. The resource pool comprises 10 VMs. 1 of the 10 VMs, with a vRAM allocated of 25GB is unavailable for 2 hours in a given month.

Assessment:

1 of the 10 VMs was "Unavailable" for 1-3 hours which means service credits are payable on 25GB of the 100GB vRAM of the customer's VMs.

Calculation:

The SLA is 99.99% so the permitted monthly outage is 4 minutes and 22 seconds, therefore total Unavailable Time is: 2 hours – 4 minutes and 22 seconds = 1 hour 55 minutes and 38 seconds

This means service credits are payable at 10%

The monthly cost of the VM which was unavailable for 1 hour 55 minutes and 38 seconds is:

25/100 x £1,000.00 = £250.00

10% of this monthly cost of the product is: 10% x £250.00 = £25.00

Service Credit: £25.00

1.3.2 IaaS Hypervisor or Storage SLA

A customer pays £4,500.00 per month for their contracted managed cloud services, £3,000.00 of which is for IaaS Storage 50% of the storage service is powered off for 1 hour in a given month:

Assessment:

50% of the IaaS Storage was "Unavailable" for less than 1 hour in the given month., so service credits at 5% of the monthly charges for the IaaS Storage are payable.

Calculation:

The SLA is 99.99% so the permitted monthly outage is 4 minutes and 22 seconds, therefore total Unavailable Time is: 1 hour – 4 minutes and 22 seconds = 55 minutes and 38 seconds

This means service credits are payable at 5%

The monthly cost of the service which was unavailable for 55 minutes and 38 seconds is: £3,000.00

5% of this monthly cost of the service is: 5% x £3,000.00 = £150.00

Service Credit: £150.00

1.3.3 Products other than IaaS

A customer pays £3,000.00 per month for their contracted managed cloud service, £2,500.00 of which is for EXaaS. The entire EXaaS service is unavailable for a total of 6 hours and 34 minutes in a given month.

Assessment:

The EXaaS service was "Unavailable" for over 5 hours, so service credits are payable at 20% of the monthly cost of the EXaaS service, plus an additional 5% for the additional hour.

Calculation:

The SLA is 99.95% so the permitted monthly outage is 21 minutes and 54 seconds, therefore total Unavailable Time is: 6 hours and 34 minutes – 21 minutes and 54 seconds = 6 hours, 12 minutes and 6 seconds

This means service credits are payable at 20%, plus a further 5% because of the 6th (whole) hour.

The monthly cost of the EXaaS service which was unavailable for 6 hours, 12 minutes and 6 seconds is: £2,500.00

20% + 5% of this monthly cost of the service is: *(20% x £2,500.00) + (5% x £2,500.00) = £625.00*

Service Credit: £625.00

2 Response time SLAs

Proact will always endeavour to respond in a timely fashion to support incidents and change requests. Response times are measured in Proact's online support system.

The response time SLA which will apply depends on the priority of the item(s) affected and the severity of the issue.

2.1 Incident service levels

Category	SLA	Definition
P1	Proact will respond to 98% of priority 1 (P1) incidents per quarter year, within 30 minutes	A P1 incident is a reasonable request by the Customer for support, or a monitoring alarm received by Proact directly, in connection with hardware or software in scope, in circumstances in which the system(s) are completely unavailable or are imminently expected to be completely unavailable, or have breached defined critical capacity thresholds
P2	Proact will respond to 90% of priority 2 (P2) incidents per quarter year, within 1 hour	A P2 incident is a reasonable request by the Customer for support, or a monitoring alarm received by Proact directly, in connection with hardware or software in scope, in circumstances in which the system(s) are malfunctioning such that the service is significantly impacted but remains operational, or have breached defined major capacity thresholds
P3	Proact will respond to 85% of priority 3 (P3) incidents per quarter year, within 8 working hours (Mon-Fri, 08:00 – 18:00)	A P3 incident is a reasonable request by the Customer for support, or a monitoring alarm received by Proact directly, in connection with hardware or software in scope, in circumstances in which the system(s) are malfunctioning but with no significant impact on service, or have breached defined minor capacity thresholds

2.2 Change service levels

Category	SLA	Definition
Standard	Proact will initiate 95% of standard changes per quarter within 8 working hours (Mon – Fri, 08:00 – 18:00)	A 'Standard' change is any pre-authorised change that is low risk, relatively common and follows a predefined procedure or work instruction. Proact's Change Advisory Board (CAB) is not required to approve 'Standard' changes prior to implementation.
Normal	Proact will respond to 95% of normal change requests per quarter within 8 working hours (Mon – Fri, 08:00 – 18:00).	A 'Normal' change is any change that is not a 'Standard' change according to the above definition, and is not an emergency. An agreed ad-hoc change to the configuration of the services. The CAB must authorise 'Normal' changes and approve an implementation plan.
Emergency	Proact will initiate 99.5% of required emergency changes per quarter within 4 hours.	An 'Emergency' change is any 'Normal' change that requires an expedited timeframe to resolve an issue that cannot wait for review and approval from the CAB. Usually a request by the Customer to the Service Provider to change the configuration of the services in response to a P1 incident. Proact's Emergency Change Advisory Board must authorise 'Emergency' changes and approve an implementation plan.

For BaaS and AaaS contracts, a request to restore or recover data from the backup or the archive shall constitute a Standard change request.

2.3 How do we Measure Response Times?

The response times SLAs measure how long it takes Proact to 'respond' to an incident/change request or to 'initiate' a change.

Proact is deemed to have 'responded' to an incident when a case is created in Proact's support system and a case number is allocated. Proact is deemed to have responded to a Normal change request when a change is created in Proact's support system, a change number is allocated, and the change has been allocated to an engineer queue for planning to commence. A Standard or Emergency change is initiated at the point at which (as recorded in the support system) Proact commences the implementation of the change.

Proact will measure its response times over a three-month period (a quarter) and calculate the proportion of incidents responded to or change requests initiated within the target response time.   The data will be included in quarterly service delivery reports.

2.4 How do we Calculate Service Credits?

If in any given quarter, more than 5 incidents or change requests have occurred and Proact fails to achieve any of the SLAs in respect of response or initiation times, then the customer will be eligible for a service credit against the charges for service management as follows:

Amount by which Proact fails to meet the SLA	Service Credit	Note
0-10% below the target	5% of the quarterly charges	If less than 5 incidents or change requests have occurred and Proact fails to achieve any of the SLAs in respect of response times, then the customer will be entitled to a flat service credit of 15% of the quarterly charges for service management.
11-25% below the target	10% of the quarterly charges	
26-50% below the target	20% of the quarterly charges	
51-75% below the target	50% of the quarterly charges	
76-100% below the target	100% of the quarterly charges	

2.5 Example SLA and Service Credit Calculation

2.5.1 P1 Incident

A customer pays £3,000.00 per month for their IaaS Storage contract, £2,000.00 of which is for Service Management. Proact have responded to 6 out of 8 P1 incidents the customer reported in a given quarter within 30 minutes.

Assessment:

Proact have fallen 24.5% below the P1 support SLA, so service credits are payable at 10% of the quarterly charge for service management.

Calculation:

The SLA is to respond to 99.5% of priority 1 (P1) incidents per quarter year, within 30 minutes, and the achieved response % is: (6/8) x 100% = 75% (24.5% below target)

This means service credits are payable at 10%

The quarterly charge for service management is: £2,000.00 x 3 = £6,000.00

10% of this quarterly charge is: 10% x £6,000.00 = £600.00

Service Credit: £600.00

2.5.2 Emergency Change

A customer pays £4,500.00 per month for their IaaS contract, £1,500.00 of which is for service management. Proact have initiated 2 of the 5 emergency changes the customer has requested in a given quarter within 4 hours:

Assessment:

Proact have fallen 59.5% below the emergency change SLA, so service credits are payable at 50% of the quarterly charge for service management

Calculation:

The SLA is to initiate 99.5% of required emergency changes per quarter within 4 hours, and the achieved change % is: (2/5) x 100% = 40% (59.5% below target)

This means service credits are payable at 50%

The quarterly charge for service management is: £1,500.00 x 3 = £4,500.00

50% of this quarterly charge is: 50% x £4,500.00 = £2,250.00

Service Credit: £2,250.00

3 DR Invocation Test SLA

For Disaster Recovery, Proact offers an SLA against the success of regular contractual tests of the solution.

Product	SLA	Success Measurement
DRaaS	Proact will successfully invoke DR during two annual contractual test invocations (and any contractual retest).	DR is successfully invoked if Proact power on the virtual replica servers in accordance with the criteria agreed in the customer invocation plan. A virtual replica server is powered on when the virtual replica server is reported to be fully powered on in the Proact management interface.

Proact will agree an invocation plan with the customer which will set out the sequence and recovery time for powering on the individual virtual replica servers which will be the subject of the contractual tests.

If, during a contractual test, Proact fails to successfully invoke DR in accordance with the invocation plan, then it shall have a period of one month to carry out a contractual re-test successfully. If the contractual retest is also unsuccessful then the customer will be eligible for a service credit.

3.1 How do we Calculate Service Credits?

If Proact fails to meet the DRaaS SLA, the customer will be entitled to a service credit equal to 50% of the monthly cost of the virtual replica servers that Proact fails to power on within the recovery time specified in the invocation plan during the contractual retest.

The monthly cost of virtual replica servers is calculated by dividing the total vRAM allocated to those virtual replica servers in the relevant Resource Pool in respect of which Proact failed to power on in the month preceding the failure by the total vRAM in that Resource Pool in the same month and multiplying the result by the total monthly cost of the Resource Pool during the same month.

3.2 Example SLA and Service Credit Calculation

A customer pays £3,500.00 per month for their DRaaS contract, £1,000.00 of which is the cost of their 200GB vRAM resource pool. The resource pool comprises 15 VMs. In the second year of the contract Proact fails to power on 5 VMs, with a total allocated vRAM of 30GB within the 4-hour period after a contractual test, and then the contractual retest conducted by Proact in the following 30 days is similarly unsuccessful.

Assessment:

Proact have failed to power on 5 of the 15 virtual replica servers, representing 30GB of vRAM, which means service credits are payable on 30GB of the 200GB vRAM of the customer's VMs.

Calculation:

The DRaaS SLA is 50% which means service credits are payable at 50% of the monthly cost of the virtual replica servers it has failed to power on.

The monthly cost of the VMs which Proact failed to power on is: 30/200 x £1,000.00 = £150.00

50% of this monthly cost of the product is: 50% x £150.00 = £75.00

Service Credit: £75.00

4 Service Acceptance SLAs

Proact will always endeavour to deliver new services promptly. As soon as practicable after receipt of a binding purchase order and contract signature, Proact will notify the customer of the service commencement date for each product. If, through Proact's fault, any product is not, or not deemed to have been, accepted in accordance with the contract on or before the service commencement date communicated to the customer, the customer shall be eligible for a service credit.

4.1 How do we Calculate Service Credits?

If any product is not accepted on or before the service commencement date then the customer will be entitled to a service credit equal to 3% of the monthly minimum committed charges for those products in breach of the SLA, multiplied by the number of days for which the product remains incapable of acceptance after the service commencement date

4.2 Example SLA Calculation

A customer signs a contract with Proact for STaaS and BaaS on 1st February 2016. The monthly contract charges will be £2,000.00, £1,600.00 of which is the cost of the STaaS product. Proact notifies the customer that the service commencement date for both products will be 1st April 2016. The STaaS product is accepted on 26th March 2016, but the BaaS product is not accepted until 14th April 2016 due to a failure by Proact.

Assessment:

The BaaS product was incapable of acceptance for 13 days beyond the committed service commencement date, which means service credits are payable on the BaaS monthly charges.

Calculation:

Service credits are payable at 3% of the monthly cost of the BaaS product, multiplied by the 13 days which the product was incapable of acceptance.

3% of the monthly cost of the BaaS product is: 3% x £1,600.00 = £48.00

£48.00 x 13 days = £624.00

Service Credit: £624.00

5 Responsibilities

5.1 Proact's Responsibilities

Proact shall:

- Use reasonable endeavours to ensure relevant software, services and equipment are available to the customer in line with the availability levels in this SLA.

- Use reasonable endeavours to respond to all incidents and support requests in accordance with the responses and response times specified in this SLA.

- Prioritise all incidents and/or support requests based on its reasonable assessment of the severity level of the problem reported.

- Take all reasonable steps to escalate and resolve issues in an appropriate, timely manner.

- Maintain good communication with the customer at all times.

5.2 Customer Responsibilities

The customer shall:

- Notify Proact of issues or problems in a timely manner including reporting all faults through Proact's support system.

- Provide Proact with access to equipment, software and services for the purposes of maintenance, updates and fault prevention.

- Ensure that all customer pre-requisites for the operation of the Managed Cloud Services are fully met and maintained throughout the contract term.

- Notify Proact of any changes to systems that form part of the Managed Cloud Services in a timely manner.

- Respond within 5 working days to communications from Proact relating to monitoring alarms for systems that are either managed by the customer, or that require the customer to take action in order for the alert to be resolved. If the customer fails to respond appropriately within 5 working days, Proact will suppress any monitoring relating to the relevant system(s) until such a time as which remediation has been completed and Proact have verified that the remediation has been effective in clearing outstanding alarms.

- Use reasonable endeavours to resolve issues with the customer's systems which Proact advises are likely to cause repeated incidents and/or alarms. The customer shall confirm and implement a remediation plan to Proact within 10 working days of the initial communication from Proact, or agree to a relaxation of monitoring capacity thresholds if such an option is available to Proact. If the customer fails to either remediate the issue or agree to an available monitoring threshold relaxation, Proact will suppress any monitoring relating to the relevant system(s) until such a time as which remediation has been completed and Proact have verified that the remediation has been effective in clearing outstanding alarms and is likely to prevent further repeat alarms.

- Maintain good communication with the supplier at all times.

6 Exclusions

Proact is not responsible for any failure to meet any SLA, and for the purposes of the availability SLAs periods of downtime shall not be regarded as Unavailable Time for the purposes of the Availability percentage measurement:

- Where the failure is caused by planned maintenance. Planned maintenance is maintenance of which notice has been given in advance to the customer by Proact. Usually Proact will endeavour to give at least 2 weeks' notice in writing of planned maintenance, but this may not always be possible in cases of emergency or upstream vendor maintenance.

- Where the failure is caused by the customer, either through a failure to comply with the customer obligations in this SLA or the contract, or a failure of equipment or utilities supplied or controlled by the customer, or through a failure to follow the requisite change control and reporting obligations.

- Where the failure is caused or extended by a failure by the customer to fully assist Proact in fault correction (for example by preventing or delaying access to customer premises or where a designated customer contact is unreachable using the agreed contact details).

- Where the failure is caused by any other circumstances which are beyond Proact's reasonable control.

The maximum service credits payable in respect of a failure to meet the SLAs in any one month shall be capped at 100% of the total monthly charges. Even if Proact fails to meet several SLAs in the same month, it shall not be required to credit more than 100% of the total monthly charges.