

Service Level Agreement

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1. Introduction

This part of the Agreement covers the roles and responsibilities of ASP and the Client. Its purpose is to describe the relationship between the two organisations and to set the level of expectations in terms of deliverable services.

2. Scope

This document covers the roles of ASP and the signed Client under normal circumstances. During critical and major outages and disasters response times and fix times may be affected for non-critical requests.

3. Responsibilities

The procedure for logging all requests is via Zendesk. A follow up phone call/email can also be made, but should NOT be relied upon as proof of logging.

4. Support Hours

1. The Normal Office Hours – 8:30am to 5:30pm GMT Monday to Friday
2. Out of Hours – Any time outside of normal hours

5. Definitions

The following requests will only be officially received and actioned when input via the Zendesk project management system in SHOWOFF:

Response Time

The time taken after ASP receiving the request, acknowledging the request and then allocating it to an ASP resource.

Time Allocation

The time allocated for each particular request entered into the system.

Maintenance Request

A request entered into the Zendesk system by the Client for simple tasks to be carried out on its sites. These requests cause no degradation of performance to the site(s) and the Client can continue work without loss of productivity. This may include a request for information and site enhancements. Standard maintenance requests should be completed within 3 working days of allocation to an ASP staff member. If the request requires longer than 3 working days for completion (for any reason), the Account Manager will notify the Client as soon as realised.

Rapid Response Request

A request entered into the system by the Client for tasks that need to be completed urgently. There is an additional charge for this request type and it is NOT payable from maintenance. This will be charged pro-rata at the current ASP daily rate plus 20%. If Rapid Response Zendesks are entered into the system after 4:30pm GMT, charges will be pro-rata at the current ASP daily rate plus 60%.

These tasks are dependent upon the Client approving the quote, which is automatically generated for all Rapid Responses.

Work cannot begin until the quote has been approved by an authorised Client team member via Zendesk.

If a task has to be completed before being approved by the Client, the Account Manager can authorise this with prior agreement with the Client. Such tasks will be automatically approved by ASP within 10 days of completion.

¹ This is provided that no further correspondence has to be entered into and that all required information is received in full with no additional clarification required.

Error Request – 1²

Generally identifies a website service problem, which causes some performance degradation, loss or inconvenience which has a non-critical, limited impact on Client's website operations; or for problems that impact one or several End Users.

Error Request – 2²

Generally identifies a website system/application error that has a severe impact on Client's website systems ability to conduct business. This may impact a user or a group of users who can continue their work at less than optimum performance, but this sort of performance degradation can also have an impact to business operations in a critical way e.g. pre-registration down.

Critical Request ²

Critical Error 2 Generally identifies an ISP problem or a server outage that has a severe impact on the Clients websites ability to conduct business; a total loss of service or functionality e.g. one or more server(s) down. Note that in the case of a third party service outage ASP may not be able to affect the return of service. We will however endeavour to get as accurate a fix time as possible.

Planned Outage

A scheduled unavailability for a system usually for maintenance and/or back ups of the servers carried out out-of-hours. This will be communicated to the Client, via Zendesk or email, no later than 24 hours prior to the planned outage.

6. ASP General Response Times

Request	Normal hours	Out of Hours
Maintenance	8 hours	Next working day
Rapid Response	2 hours	Next working day ³
Error - 1	1 hour	Next working day
Error - 2	1 hour	4 hours
Critical	Immediate	2 hours

These are standard response/allocation times for the request types outlined in section 5. **These are not request completion times.**

Standard requests and maintenance requests should be escalated at the discretion of the Client to its Account Manager.

ASP will commit to the appropriate level of follow up and co-ordination to ensure a timely and satisfactory conclusion to all request types.

From time to time ASP allocates requests to other ASP companies in the US and Australia. This agreement authorises these companies to access your website and data for purposes of carrying out your request and for system maintenance. We undertake that all ASP companies follow the same high IT security and professional standards.

7. Service Levels

ASP monitors all of its sites using an external monitoring service provided by Pingdom. We use Pingdom to monitor uptime of websites from multiple locations all over the globe and to notify us should it detect anything wrong. We monitor sites every minute, 24 hours a day, 365 days a year. We strive to achieve a 99.9% uptime.

8. Website Designs & Amends

If you purchase an Expo licence ASP will produce a homepage and a subpage design as standard. You will be given a creative brief to complete before this process commences. If required there will be up to 3 rounds of design amends before further charge (charged at £100 per hour).

³ If the rapid response arrives after 4:30pm GMT then ASP cannot guarantee immediate allocations, approval and completion by the end of the same working day. However, should the rapid response absolutely have to be completed out of office hours, and then this will be reflected in the price.

9. Website Designs & Amends

Your primary ASP office contact details are:

AMP House
4 Dingwall Rd,
Croydon
CR0 2LX

Sales: +44 (0) 20 8680 8004

Support: +44 (0) 20 8680 8099

10. Crisis Management

In the event of major system outage or critical error being in force all available and suitably qualified ASP resource will be directed towards its resolution.

Whilst the crisis is being worked there will be email communication on the status of the problem and progress made. This will be in the form of simple information to the Client affected and more detailed information to the ASP Technical and Management teams. The frequency of this communication will be dependent on the severity and progress.

All vendors with equipment or services involved in the crisis will be contacted to ensure that all parties are aware of the issue. The incident will be escalated to the necessary level of management and as required conference calls will be held to ensure that all parties involved are kept informed of progress. Regular contact will be maintained with the parties involved and work will also be undertaken where possible to bypass affected systems to attempt to relieve the problem in the short term.

11. Force Majeure

No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, hostile hacking and DDOS attacks, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service, and no other Party will have a right to terminate this Agreement in such circumstances.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimise delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

12. Holiday & Absence

During holidays or in the case of sick leave or other unplanned absence, there may be a slight increase in response times for operational requests, but Rapid Responses and critical errors will be handled with the same level of priority.