

## Service Level Agreement (SLA)

Effective Date: 01/09/2017

<b>Document Owner:</b>	Gareth Gorman – The Gardening Club
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### Version

Version	Date	Description	Author
1.0	01/09/2017	Service Level Agreement	Gareth Gorman
1.1	01/09/2017	Service Level Agreement Revised (new tier)	Gareth Gorman
1.2	01/09/2017	Improved clarity, definitions	Gareth Gorman
1.3	01/09/2017	Added drastic SLA failure clause, definition for Contract Week, removed Contract Year	Gareth Gorman
1.4	01/09/2017	Added 6.5 pertaining to Scheduled Communications	Gareth Gorman
1.5	01/09/2017	Consistency in issue severities, corrected opening hours, additional clarity around measurement responsibilities, consistency in terms.	Gareth Gorman
1.6	01/09/2017	Added clauses pertaining to communication around service disruption	Gareth Gorman
1.7	01/09/2017	Amended clauses around out of hours support to better reflect our new support infrastructure.	Gareth Gorman

### Approval

*(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)*

Approvers	Role	Signed	Approval Date
	Service Provider		
The Customer	Customer		

### 1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between Ltd (the Service Provider) and the Customer for the provisioning of IT services required to support and sustain the eCommerce presence that Ltd provided for the customer.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders. This Agreement does not supercede current processes and procedures unless explicitly stated herein.

## 2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Customer by the Service Provider.

The **goal** of this Agreement is to obtain mutual agreement for IT service provision between the Service Provider and Customer.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
  - Match perceptions of expected service provision with actual service support & delivery.

## 3. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the primary stakeholders associated with this SLA:

**IT Service Provider:** Ltd. ("Provider")

**IT Customer:** The Customer. ("Customer")

## 4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The **Business Relationship Manager** ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

**Business Relationship Manager:** Ltd

**Review Period:** Annual (12 months)

**Previous Review Date:** 01/09/2017 **Next Review Date:** 01/09/2018

## 5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

### 5.1 Service Scope

The following Services are covered by this Agreement;

- Manned telephone support
- Monitored email support
- Scheduled communications
- Remote assistance using Remote Desktop and a Virtual Private Network where available
- Continuous system health checks
  - This comprises monitoring using appropriate tools to ensure that all infrastructure components are operating within normal parameters, that core site functionality is operating, and that any exceptions to normality result in on-call support staff being paged.
  - “Core site functionality” comprises monitoring and checks of individual components and services which power Commerce, as well as monitoring and checking of actual end-to-end processes, such as checkout.

### 5.2 Customer Requirements

**Customer** responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval.
- Reasonable availability of customer representative(s) when resolving a service related incident or request.

### 5.3 Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service related incidents.
- Appropriate notification to Customer for all scheduled maintenance.
  - Appropriate notification shall be taken to mean the maximal amount of time available to forewarn customers of scheduled maintenance. This shall typically be in the order of weeks, however in some circumstances it may be necessary for scheduled maintenance to occur at short notice (i.e. we need to replace infrastructure component X at 3am tonight due to a hardware failure, in order to ensure continued platform availability).
  - Clients will be notified through <http://status.com>, and email notification will be included if any client interaction is required prior to the maintenance window.

## 5.4 Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

## 6. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

### 6.1 Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support : 09:00 A.M. to 5:30 P.M. Monday – Friday (except public holidays and other periods such as the winter holiday shutdown of which you will be notified in advance)
- Email support: Monitored 24/7
  - Within office hours, all email sent to [support@.com](mailto:support@.com) results in instantaneous notification to the support team, allowing rapid resolution.
  - Outside of office hours, all support tickets with a priority of **Urgent** or higher will result in alerts being sent to a on-call support staff to ensure prompt handling.
- Scheduled communications
  - As scheduled on a per-client basis. This typically consists of a weekly conference call, weekly status update email, or similar.

### 6.2 Service Requests

Priority for inbound Service Requests will be determined initially by the Customer, based on the following guidelines, and Ltd reserve the right to amend the assigned priority where an inappropriate priority has been selected.

Severity	
1	“Urgent/Emergency” – the Website being unavailable to visitors, or visitors being unable to complete purchases.
2	“High” – a major function on the live platform is unusable and no work-around is available, but the Customer’s customers are still able to make purchases.

3	"Medium" – there is a loss of a function or resource that does not seriously affect the live operations. Any problem which was originally reported as Critical or Serious but has been temporarily solved with a work-around shall be reduced in severity to Moderate.
4	"Low" – all other problems with the Website other than those falling within the categories above.

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

Severity	Support
Urgent	<ul style="list-style-type: none"> <li>● 7 x 24 x 365(6) support inbox for reporting of faults.</li> <li>● Service Provider to respond within 5 minutes of the Service Provider receiving the customer's report, or within 10 minutes of the Customer reporting the fault, whichever comes sooner. e.g. an issue raised at 03:22 on Saturday morning would be responded to by 03:32 on Saturday morning.</li> <li>● Resources working on problem within 5 minutes of the Customer reporting the fault or the Service Provider becoming aware of it.</li> <li>● will allocate staff to work full-time until either resolution or work around using best endeavours to resolve the problem within 2 hours, wherever possible.</li> <li>● The Service Provider will conduct hourly progress reviews with the Customer if the issue takes more than one hour to resolve.</li> </ul>
High	<ul style="list-style-type: none"> <li>● 7 x 24 x 365(6) support inbox for reporting of faults.</li> <li>● Engineer to respond within 60 working minutes of the Customer reporting the fault or the Service Provider becoming aware of the fault. e.g. an issue raised at 4:45 on Friday would be responded to by 09:15 on Monday.</li> <li>● Resources working on the problem within 60 working minutes of the Customer reporting the fault or the Service Provider becoming aware of it.</li> <li>● Work full-time until resolution or work around using best endeavours to resolve the problem within 4 hours.</li> <li>● The Service Provider will conduct hourly progress reviews with the Customer if the issue takes more than one hour to resolve.</li> </ul>
Medium	<ul style="list-style-type: none"> <li>● 7 x 24 x 365(6) support inbox for reporting of faults.</li> <li>● Engineer to respond within 24 hours of the Customer reporting the fault or the Service Provider becoming aware of the fault, during the working week. e.g. an issue raised at 3pm on Friday will be responded to by 3pm on Monday.</li> <li>● Resources working on the problem within 24 hours of the Customer reporting the fault or the Service Provider becoming aware of the fault.</li> </ul>

	<ul style="list-style-type: none"> <li>• Work during Working Hours until resolution or work around identified.</li> </ul>
Low	<ul style="list-style-type: none"> <li>• 7 x 24 x 365(6) support inbox for reporting faults.</li> <li>• Engineer to respond within 5 Working Days of the Customer reporting the fault or the Service Provider becoming aware of the fault.</li> <li>• Resources working on the problem within 5 Working Days of the Customer reporting the fault or the Service Provider becoming aware of the fault.</li> <li>• Work during Working Hours until resolution or work around identified.</li> </ul>

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

Resolution timescales will vary from issue to issue, however resolution times will always be the minimum possible time achievable for the issue at hand, according to its priority.

### 6.3 Service Guarantee

In the case of failure to adhere to the timescales outlined above, Ltd will enter discussions to reach a mutually agreeable arrangement for the setting right of any financial or business impact the unresolved issue has caused, within the limitations expressed in the service agreement with the customer.

### 6.4 System Availability

The expected performance to be achieved by the Service Provider in respect of this Service Level is that the Website will be “Up” for 99.95% of a Contract Week. For the Website to be “Up” (i) it must be available for visitors to access; (ii) visitors must be able to order products from the Website and to complete the purchase of and payment for such products; (iii) customer services staff must be able to access and update customer records via the web pages designed for that purpose, enter telephone customer orders, collect payment for such orders and if necessary issue customer refunds; (iv) any store-specific version of the Website must be available for customers to access, order products from and complete the purchase of such products; and (v) warehouse staff must be able to access those web pages designed for order processing and successfully process orders, including printing address labels and obtaining parcel tracking codes and feeding those into the customer order record. The amount of time in a Contract Week during which the Website is “Up”. Uptime shall be calculated as follows:

“Uptime” means the total number of minutes that the Website is Up (as defined above) in a Contract Week divided by the total number of minutes in a Contract Week less the number of minutes in that Contract Week during which the Website was down for planned maintenance pursuant to clause 5.3.

The Minimum Service Level for the Uptime Service Level is an Uptime of 99.9% in a Contract Week. Uptime reports can be generated upon demand, and any failure to meet the requisite uptime will be reported by the Service Provider to the Customer.

To the extent that the Service Provider fails to achieve the Minimum Service Level or the expected performance for this Service Level, the provisions set out in the table below shall apply.

<b><u>Measurement</u></b>	<b><u>Remedy/Service Credit</u></b>
Drastic failure to obtain the Minimum Service Level. The measured uptime in a Contract Week is below 80%.	If the Service Provider fails to obtain the Minimum Service Level and does so to such a degree that the measured uptime in a contract week is less than 80%, the Customer shall be entitled (at its discretion) to terminate this and any other agreements with Ltd.
Failure to obtain the Minimum Service Level	If the Service Provider fails to obtain the Service Level in any 6 Contract Weeks during any 12 consecutive month period under contract then the Customer shall be entitled (at its discretion) to terminate this and any other agreements with Ltd.
Above the Minimum Service Level to below the expected performance	The Customer shall be entitled to receive a Service Credit equal to 12.5% of the monthly Hosting fees in respect of each Contract Week during which the Service Provider fails to achieve the expected performance.

The Service Level will be monitored by the Service Provider through their support tool, which reports on any failures to meet response and resolution timescales. The Customer may request a report on SLA adherence at any time, with two working days notice.

It is agreed that the Service Provider will maintain a mean average maximum page load in any hour in the upper quartile of equivalent performance for a basket of up to 12 competitor websites nominated by the Customer from time to time. The pages on such competitor websites that will be used to measure the mean average maximum page load for those competitor websites will be (a) the homepage; (b) the category page; (c) the product detail page; and (d) the checkout page. The basket of sites will be nominated by the Customer, however the Service Provider retains the right to suggest alternate comparison sites in the case that the comparison is unreasonable.

The monitoring of the comparison sites should be carried out by the Customer using an independent third party tool, such as pingdom.com, in order to provide the Customer with confidence that the test is fair.

It is agreed that (subject to the provisions of the next following paragraph) any failure by the Service Provider to maintain an acceptable mean average maximum page load (as measured above) will be considered to be a Urgent Problem (and the Service Provider shall provide resolution accordingly).

If the Service Provider maintains a mean average maximum page load in any hour of more than 5 seconds (as measured above), then this will be considered to be a Urgent Situation (and the Service Provider shall provide resolution accordingly).

It is acknowledged and agreed that the provisions of the three paragraphs above are without prejudice to the Service Provider's obligations, and the Customer's rights and remedies, in respect of the Uptime Service Level set out above.

In the case that the Customer desires functionality or Third Party code to be present on the site, the Service Provider will warn the Customer if the addition is likely to degrade performance, and the Customer will indemnify the Service Provider against page load delays as a result of Customer-requested items previously noted as being deleterious with regards performance. This provision shall only apply to such items that *cannot* be made to be fast, as a result of either physical or third-party restrictions.

The Service Provider provides no warranty as to the provision of services by third parties selected by the Customer outside of the Service Provider's control, and grants no SLA coverage for issues which are brought about due to no fault of the Service Provider, *except* in the case where the third party is selected by the Service Provider, such as in the scope of a chosen hosting partner.

## **6.5 Service Disruptions**

In the event of any disruption to the hosting service which impacts System Availability as defined above, the Service Provider will immediately, upon becoming aware, send an email to the Customer. This will be a group email sent to all affected Customers, and will comprise a straightforward notification that the Service Provider is aware of the issue.

As with any Urgent Problem, as this would be as defined and stipulated above, the service provider will work until resolution.

The Service Provider will send out a further communication within 15 minutes of the issue commencing, which will either advise of an estimated resolution timescale, or of a further general update, depending on the depth of the issue triage process.

The Service Provider cannot guarantee that all issues can be diagnosed within 15 minutes.

At the conclusion of the incident, notification will be provided that the incident has been resolved.

Within a reasonable amount of time (as needed to prepare an accurate report) after the incident an incident report will be provided for all incidents which cause significant disruption. Significant disruption is classed as any incident which impacts customer trading for a lengthy duration, or impacts multiple clients, and during hours when significant customer traffic would be hitting the site.

## **6.6 Scheduled Communications**

From time to time the Service Provider may undertake to organise a scheduled communication or series of communications with their customer. This typically comprises a weekly conference call, a weekly status update email, or similar.

The Service Provider agrees that they shall be in attendance for all scheduled communications, and any necessary re-arrangement of any scheduled communication will be made with 24 hours notice.



Any single failure to meet the schedule of communications would be treated as a “below expected performance” event, and would result in a service credit equivalent to the scheduled communication missed in terms of time and actual financial loss.

Multiple failures (that is, in any reporting period (six weeks) more than one instance of failure) will be treated as a failure to obtain the minimum service level, the customer shall be entitled at their discretion to terminate this and any other agreements with Ltd.

## 7. Definitions

Ltd	is a provider of eCommerce service, comprising site development and maintenance, platform development and maintenance, and hosting
The Customer	“The Customer” is the customer of Ltd who is signatory to this document
Effective Date	The Effective Date is the date at which the current revision of the SLA came into force, and shall be taken for any Customer to be the more recent of the Effective Date of the document and the date at which The Customer became a signatory
Fiscal Year	Ltd’s fiscal year runs in parallel with the UK tax year, from 6th April - 5th April.
Contract Week	The Contract Week is any seven day period during the contract which runs from Monday 00:00:00 until Sunday 23:59:59.
SLA	This document
Scheduled Maintenance	Scheduled Maintenance occurs as a result of a need to update infrastructure configuration or client data in such a fashion that such cannot be performed without modifying the availability of one or more client sites. Please see 5.3 for details on when scheduled maintenance may occur.

<p>Page Load Time</p>	<p>The amount of time, in seconds, from the first byte reaching the server to the last byte of the last element of the response served by the same server being served.</p>
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