

Maytech Communications Limited

Business FTP Hosting Service Level Agreement (SLA)

Service

Maytech's Fast Business FTP Hosting Service (the Service) is provided for use by the Customer and the Customer's authorised users (Users) for the electronic exchange of data.

Standards

In providing the Service, Maytech undertakes that:

1. The Service will be available 99.5% of the time at all times (other than as provided below). A lack of availability is defined as an individual outage in excess of 15 minutes or the sum of all outages exceeding 202 minutes in a consecutive period of 28 days. Availability is measured at Maytech's gateway routers. A lack of availability is a breach of this SLA.
2. The available data transfer rate will be maintained at a minimum of 100 megabits per second, measured at Maytech's gateway routers. Failure to meet this objective for 85% of the time, measured over a consecutive period of 28 days, will be a breach of this SLA.
3. During standard support hours, Maytech will (i) respond within 45 minutes to a report from the Customer of any incident that renders the Service inoperative, (ii) resolve the problem if it is within its control within three hours and (iii) inform the Customer when the problem is resolved. Failure to meet this objective will be a breach of this SLA.
4. During standard support hours, Maytech will (i) respond within two hour to a report from the Customer of any incident that impairs the full availability or functionality of the Service, (ii) resolve the problem if it is within its control within 72 hours and (iii) inform the Customer when the problem is resolved. Failure to meet this objective will be a breach of this SLA.
5. During standard support hours, Maytech will (i) respond within 24 hours to non-critical enquiries from the Customer and (ii) deliver an answer to the Customer within 72 hours. Failure to meet this objective will be a breach of this SLA.

For the above purposes, 28 day periods run from 1st January; in a leap year the final period will be 29 days long.

Standard support hours are between 08.00 and 23.00 GMT.

An event or occurrence or series of linked events or occurrences will only give rise to a single breach of this SLA.

Maytech's obligations under this SLA are conditional upon the Customer at all material times complying fully with its own obligations to Maytech.

Compensation

In the event of any breach or breaches in a 28 day period of this SLA the Customer will be entitled to claim a credit in accordance with the following schedule:

Number of Breaches in a 28 Day Period	Reduction in the Pro-Rated Service Charge for the 28 Day Period
Between 2 and 5	25%
Between 6 and 10	50%
11 or more	100%

Maintenance

Wherever possible, maintenance that might materially affect the Service will be undertaken only after prior notice to the Customer and will, in any event, be scheduled so as to cause the minimum of inconvenience. However, Maytech reserves the right to undertake maintenance at any time in an emergency or when, in its sole discretion, it considers such action to be in the best interests of the Customer and/or any of its other customers. Interruption or impairment of the Service as a consequence of maintenance will not count as a breach of this SLA.

External Factors

Lack of availability or degraded performance of the Service or failure by Maytech to respond to the Customer as provided herein shall not constitute a breach of this SLA where the cause is outside the direct and immediate control of Maytech.

Revision of Terms

This SLA may be revised at any time by Maytech giving a minimum of 60 days notice in writing to the Customer. If the revised SLA is not acceptable, the Customer may within 30 days of receipt of the notice, inform Maytech that it no longer wishes to use the Service in which case at the end of the 60 days, provision of the service by Maytech will cease and the Customer's account will, if necessary, be adjusted accordingly.

Law and Jurisdiction

This SLA is governed by English law and the parties hereto agree to submit to the non-exclusive jurisdiction of the English courts.