



## **Service Level Agreement for Start Backup Service (January 2007)**

### **Start Backup Service Level Agreement (Business users)**

This Service Level Agreement ("SLA") covers performance guarantees for our online backup service for Business Users only and is made between Start IT Services ("Start IT Services", "Start Backup", "we", "us", "our") and you ("User", "you"). Defined terms have the same meaning as in the Terms and Conditions (where applicable).

Start Backup may change the terms of this Service Level Agreement at any time by posting a revised version on its website. Notifications of updates will not be made directly to any individual or company. Continued use of the Services shall be deemed to constitute acceptance of any updates.

The following SLA applies only to Business Users as set out in Clause 2.1 of the Terms and Conditions.

### **Data Centre Configuration**

The Start Backup Data Centres have been designed to deliver the system uptime, security and reliability set out in this SLA.

### **System Availability Guarantee**

We offer a 99.9% uptime guarantee (excluding Maintenance as defined below and subject to the paragraph headed "Force Majeure"). This means that for any given month, while unlikely, it is possible that we may experience an average downtime of up to 43.2 minutes per month excluding Maintenance. If downtime exceeds this figure, your rights are set out below.

### **File & Application Data Restore Guarantee**

Files and application data may be restored in accordance with Clause 1.5.2 and 1.5.3 of the Terms and Conditions, and the availability of the system will be as set out above under the heading "System Availability Guarantee".

If the User is unable to restore the data and Clause 1.5.5 of the Terms and Conditions applies, Start Backup will make the data available to access from within the software or web interface, within 5 hours (within the standard office hours set out in Clause 7 of the Terms and Conditions). Where the User contracts for the recovery service for data onto a CD/DVD disc in accordance with Clause 1.5.6 of the Terms and Conditions, Start Backup will send these discs to the User within 48 hours of agreeing to provide such discs.

### **Disaster Recovery Guarantee**

In the event of a major data loss by the User involving the loss of entire servers and their contents, where such servers and files are legitimately backed up on the Start Backup System, we will make reasonable efforts to provide assistance to the User in order to restore the system to its original operational state. We will provide such support as is reasonably necessary to work with the User or its suppliers in order to ensure that system files and data files are restored to any replacement hardware subject to the condition that such replacement material is correctly configured, specified and available. There may be a charge for this service, which shall be agreed between Start Backup and the User prior to such service being provided.

### **Support Guarantee**

Start Backup will use its reasonable endeavors to respond to all non-critical support queries within 24 hours. If a query is critical (in Start Backup's reasonable opinion), Start Backup will use its reasonable endeavors to contact you within 3 business hours.

### **Notification of non-performance**

To be eligible for compensation under any of the above Guarantees, the User must notify Start Backup of a possible incident within 12 hours of Start Backup's failure to comply with the applicable Guarantee. Upon opening a support ticket, we will ascertain whether the failure was caused by an event within Start Backup's reasonable control. We will make reference to system log files to confirm the appropriate breach of the performance Guarantee.

In the event of a disaster, notification of the actual disaster by email or telephone to the Support Team is acceptable, where the Support Team will investigate into the reported issue and use its reasonable endeavours to work with the User to restore the data.

### **Compensation Payments**

In case of non-performance under this Agreement, unless the non-performance arises from an event of force majeure as set out below, or from one of the situations set out under the heading "Exclusions", the User will be compensated as follows:

**System Availability Guarantee** - if an outage exceeds 43.2 minutes, we will refund 5% (five percent) of the User's base monthly recurring fee per full hour of downtime, up to a monthly maximum of 100% (one hundred percent) of the base monthly recurring fee.

**File & Application Data Restore Guarantee** - if a file or set of files backed up is not recoverable within 5 hours of the initial request, we will refund the User 5% (five percent) of the User's base monthly recurring fee for each GB (Gigabyte) of non-restorable data, up to a monthly maximum of 100% (one hundred percent) of the base monthly recurring fee.

If the User is entitled to recover under more than one guarantee, the remedies are not cumulative and the User will be entitled to recover under one guarantee only. The relevant category will be the highest applicable refund for such month. In all cases the maximum payment in any one month will not exceed 100% of the User's base monthly recurring fee.

#### **Exclusions**

Start Backup shall not be deemed to have failed to meet any guarantee where the failure arises from:

1. failure of the User's telecommunication links or other telecommunications links or access circuits outside Start Backup's control which prevent access to the Start Backup systems, as set out in Clause 1.5.11 of the Terms and Conditions;
2. Failure of the User to comply with the Contract or the User's negligence;
3. The User's configuration of the Product or any custom scripting or coding (e.g., Command Line Scripts running Pre-backup or Post-backup) by or on behalf of the User;
4. SLA breaches reported as a result of outages or errors of any Start Backup measurement system;
5. Failure of the User's hardware equipment or software, or any other hardware or software installed on or connected to the Users computer or server which is outside the control of Start Backup; or
6. Your failure to comply with any of the conditions set out in the Terms and Conditions.

#### **Refund Procedures**

Users must notify us via email to [sla@startititervices.com](mailto:sla@startititervices.com) or via fax to

+44 (0) 845 2801851, indicating that they wish to pursue their rights as guaranteed by this SLA within 7 days of the incident. If a response from us is not received within 24 hours, the User should assume that a technical difficulty has prevented us from receiving their request, and should contact by telephone on +44 (0) 845 056 2969.

Refunds will be payable by Start Backup following the end of the month during which the failure to comply with this SLA occurred.

#### **Maintenance**

Maintenance means

1. Any scheduled maintenance at the Start Backup Data Centre's, where the User is notified 48 hours in advance by telephone, email, fax or by a message posted on the Start Backup website. Maintenance can be scheduled on any day of the week, including weekends, and can be at any time of the day although we will use our reasonable endeavors to carry out scheduled maintenance outside normal business hours.
2. Any emergency maintenance at the Start Backup Data Centre's which has not been notified to the User in advance, but is reasonably necessary in order to ensure the continued provision of the Service.

#### **Force Majeure**

Neither party shall be liable for any failure or delay in performance of the Contract (other than an obligation to make payment), which is caused by circumstances beyond the reasonable control of that party including but not limited to fires, explosions, severe weather, industrial disputes, insurrection, riots, requirements or regulations or any civil or military authority, acts of war (whether declared or not), civil unrest, acts of God, earthquake, flood, riot, embargo, government act, terrorist action, DNS caching, propagation or other DNS issues outside Start Backup's reasonable control or failure or outage of any telecommunications links or other connections forming part of the internet which are not under the control of Start Backup.