

# HOSTING AND NETWORK SERVICES SLA

PMGC is committed to providing you with an excellent standard of service.

The availability and operation of our infrastructure and Network as well as the proper function and prompt repair of any equipment we provide as part of the Services is essential to us. This document therefore describes our core commitments to you.

The Service Levels described herein set out the core aspects of our commitment and the levels to be achieved in the provision of those aspects of the Services. We also explain your remedies if at any time we fall below the high standards we set.

Periods of service non-performance and non-availability, for the purposes of Service Level calculation, are measured from the time the Customer contacts PMGC Service Desk and a ticket reference is issued until the resolution is confirmed by PMGC technical teams. Furthermore, the time taken by the Customer to respond to relevant information and access requests are excluded from Service Level calculation.

For resilient services, a fail-over time up to 1 (one) minute within the same premise or 5 (five) minute between different premises are considered as an excused outage and does not count towards any service level commitments.

## 100% Infrastructure Availability

PMGC commits to the availability of power and HVAC (heating, ventilation and air conditioning) 100% of the time in any given month.

In the case of HVAC, the achievement of this level will apply when: (i) an average daily room temperature of between 18 and 27 degrees Celsius is achieved; and (ii) an average room relative humidity of 60% (+/- 20%) is achieved.

In the case of power, the achievement of this level will apply when uninterrupted power is delivered to the server/firewall or, in the case of collocation, to the powerbar by either primary (A) or secondary (B) power feeds.

## 99.99% Network Availability

PMGC commits to the availability of its Network services 99.99% of the time in any given month within the same data centre.

The Network will be considered available where: (i) it is possible to transmit and receive data across the Network equipment owned and managed by PMGC; and (ii) it is possible to connect to PMGC border routers via any of the Network providers listed at [www.pmggroupuk.com](http://www.pmggroupuk.com).

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### Proper operation of your hardware

PMGC is committed to the proper functioning of PMGC equipment provided as part of our dedicated Services (Please note: this commitment does not apply to co-location clients). This PMGC equipment commitment applies only to the following hardware components: chassis, processor(s), memory, storage device(s), motherboard, power supplies and network interface card(s). It does not apply to the time required to rebuild a RAID array, reload the operating system, reload and configure applications or restore from backup.

For Standard Service clients, PMGC targets to identify hardware faults within 2 hours of a fault occurring and resolve or provide a workaround for the fault within four hours of the fault being identified. For Premium Service clients, PMGC targets to identify hardware faults within 1 hour of a fault occurring and to resolve or provide a workaround for the fault within 2 hours of the fault occurring.

### Downtime & Notification

“**Downtime**” means where the above Service Levels are not achieved for reasons other those described under the Exclusions below. Downtime shall be measured from the time: (i) you raise a ticket on PMGC’s ticketing system, notifying us of the relevant unavailability; and (ii) the unavailability is verified by PMGC’s technical engineering department. Downtime shall continue until the relevant Service Level is restored, as confirmed by PMGC’s technical engineering department.

**Exclusion:** Downtime may not be aggregated on an event basis; i.e. if any event gives rise to unavailability in respect of different Service Levels affecting the same service, you may not aggregate that unavailability and Downtime will be calculated only in respect of the Service Level which worst affects the relevant Service. Any dispute regarding the extent and/or overlap of unavailability will be determined by PMGC in its absolute and final discretion.

### Service Credits

You will be entitled to the following Service Credits in the event of Downtime, all Service Credits being based on a percentage of your ‘MRC’, which is the monthly recurring charge (excluding tax) relating to the Service experiencing the Downtime, excluding any Additional Services (i.e. services which do not comprise part of your Service package - as set out in a relevant Service Order Form):-

Total Monthly* Downtime	Service Credit Payable	
	Standard SLA	Premium SLA
Less than 8 Minutes	None	None
Over 8 minutes but less than 10 minutes	None	5%
Over 10 minutes but less than 30 minutes	None	10%
Over 30 minutes but less than 1 hour	7.5%	15%
Over 1 hour but less than 24 hours	15%	30%
Over 24 hours	30%	60%

\*‘Month’ and ‘monthly’ mean the month(s) covered by your monthly invoice(s).

Under no circumstances will your total entitlement to Service Credits exceed 60% of MRC in any one month.

For Colocation services the Service Credit regime(s) shall apply on condition that you have complied with any operational and other requirements relating to the provision of the Service, including utilisation of both A & B power supplies or use of a Static Transfer Switch, failing which you shall only be entitled to Service Credits in pro-rata basis and only if downtime exceeds 24 hours. In the event of any uncertainty or dispute as to which Service Credit regime shall apply, Standard Service Credits shall apply unless PMGC agrees otherwise in writing. The term ‘**Colocation Services**’ refers to the provision of services relating to your own equipment which is located at a Co-location Site.

For Connectivity services the Premium Service Credit regime shall apply on condition that you subscribe to the Premium Service and you have complied with any operational and other requirements relating to the provision of the Premium Service, including use of twin network connections, failing which you shall only be entitled to Standard Service Credits. In the event of any uncertainty or dispute as to which Service Credit regime shall apply, Standard Service Credits shall apply unless PMGC agrees otherwise in writing. The term ‘**Connectivity Services**’ encompasses various PMGC offerings (including bandwidth/transit and metro services) and refers to the provision of connectivity services between, variously, Co-location Site’s and the internet.

## Process & Exclusive Remedy

The above Service Credits are your sole and exclusive remedy with respect to any Downtime or other Service failure to achieve the Service Levels and represent PMGC’s entire liability on respect of its failure to achieve the Service Levels.

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Service Credits are only payable: (i) in respect of Downtime verified as set out above; and (ii) only if you have paid all relevant Fees, including payment of the Fees relating to the month for which the Service Credits are claimed and are otherwise in good financial standing with PMGC.

To qualify for Service Credits, you must make a written request to PMGC for credit within 14 days of the end of the month to which the Service Credit relates, failing which your right to any Service Credits will be lost. Provided you so notify us, verified Service Credits are payable within three calendar months of your written request. PMGC may, at its discretion, offset Service Credits against any Fees owing to PMGC.

### Services Falling Outside the Service Credit Regime

- A. Remote Hands Services – Our Remote Hands Service comprises the provision of a variety of technical support services, including, but not limited to, hardware and software configuration, patching of software, troubleshooting and analysis, hardware and software installation. The varied nature of these services means that it is impossible to provide you with a simple service level statement to cover this service. Each issue which materialises in Remote Hands has to be dealt with, on a case by case basis. However, we will provide this service on a 24/7 basis via qualified technicians. We will use all reasonable endeavours to deliver these services quickly and efficiently, in accordance with agreed timelines, and we will provide you with time estimates and updates on progress. This service does not attract any service credits.
- B. Deployment Services – If agreed, we will deploy the servers described in a relevant Service Order Form in accordance with any agreed timelines, on condition that you provide us with any information and other assistance we may require to enable us to do so. Deployment will be complete when we provide you with the information to enable you to use the server. If we fail to deploy the server as agreed with you, as a result of our fault and not owing to any fault or delay in your part, or of any third party, you are entitled to a refund of the set-up fee which relates to the deployment of the relevant server. This payment is your sole and exclusive remedy for any failure or delay in deployment. If we agree to expedite the deployment of your servers, we shall use all reasonable endeavours to do so within indicated timelines but we will not be liable for any failure to do so and the aforementioned refund will not apply. You may request the delay in deployment of your servers, provided that you notify us within 5 days of your signature of the Service Order Form and on the basis that your delay in deployment may not exceed 2 months. We may make a charge of 50% of your MRC for each month (or part thereof) for which you request a delay. You shall be liable to the full MRC at the latest 3 months after you sign the Service Order Form.

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### Exclusions

There is no entitlement to Service Credits for any failure to meet the Service Levels which:

- is not due solely to the fault or negligence of PMGC or its employees, agents or contractors;
- is the result of force majeure;
- is the result of any fault on your part, including any fault on the part of your employees, agents, contractors or customers;
- results from abuse or misuse by you, your employees, agents, contractors, customers, any persons to whom you have given access to the Services, or any person who gains access to your data or the Services as a result of your failure to use reasonable security precautions, even if such use was not authorised by you;
- is due to planned maintenance;
- relates to your breach of your agreement with us (including any suspension of the Services relating to such breach);
- results from limitations imposed by you upon PMGC in the provision of the Service(s);
- due to inherent hardware or software defects;
- due to inherent design faults in your systems or any part of your systems.