

Service Level Agreement

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 below (“Service Levels”) set out the core aspects of the Services covered by 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.

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 50% (+/- 30%) 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.

100% Network Availability

PMGC commits to the availability of its network services 100% of the time in any given month.

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.

Proper operation of your hardware

PMGC is committed to the proper functioning of hardware provided as part of our dedicated Services (Please note: this commitment does not apply to co-location clients). This hardware commitment applies only to the following hardware components: chassis, processor(s), memory, storage devices, motherboard, power supplies and network interface cards. 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 will identify hardware faults within 2 hours of a fault occurring and resolve the fault within four hours of the fault occurring. For Premium Service clients, PMGC guarantees to identify hardware faults within 1 hour of a fault occurring and to resolve 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 ticket system, notifying us of the relevant unavailability, and (ii) the unavailability is verified by PMGC’s technical department. Downtime shall continue until the relevant Service Level is restored, as confirmed by Coriex’s technical department. 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

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worst affects that service. Any dispute regarding the extent and/or overlap of unavailability will be determined by Coriex in its absolute 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 your original 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 but less than 48 hours	30%	60%
Over 48 hours	100%	100%

*'Month' and 'monthly' mean the month(s) covered by your monthly invoice(s).

Under no circumstances will your total entitlement to Service Credits exceed 100 % of MRC in any month.

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 (where applicable) utilisation of both A & B power supplies and/or 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.

Process & Exclusive Remedy

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

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 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 hardware and software configuration, patching of software,

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trouble shooting and analysis, hardware and software installation and so on. Each issue which crops up within Remote Hands has to be dealt with on an individual basis and the varied nature of the services means that it is impossible to provide you with a simple service level statement to cover this service. Our Standard Remote Hands Service is provided on a 24/7 basis via qualified technicians. We will use all reasonable endeavours to delivery these services quickly and efficiently, in accordance with agreed timelines, and we will provide you with time estimates and updates on progress but this service does not attract service credits, which are only available if you subscribe to our Enhanced Remote Hands Service.

The Enhanced Remote Hands Service comprises a service with the following service level objectives:-

Staffing Levels:

- To have technical staff on site 24x7x365
- To have engineers either on site or on call 24x7x365

Emergency Technical Support:

- To respond to all requests for emergency technical support within 10 minutes
- To provide a guaranteed response within 2 hours*

Emergency Engineering Support:

- To respond to all requests for emergency engineering support within 30 minutes
- To provide a guaranteed response within 2 hours during working normal site hours (i.e. Monday to Friday 9am to 5pm, excluding bank holidays) or within 4 at any other time*

Routine Technical or Engineering Support:

- So long as at least 24 hours notice is given:
 - to schedule routine work at a convenient time and date to suit you (24 hours a day)
 - to start the work at the time agreed or at latest 15 minutes thereafter
- If less than 24 hours notice is given:
 - to schedule the next available convenient time to complete the work
 - to start the work at the time agreed or at latest 15 minutes thereafter unless we are unable to do so due to new emergency support requests.

Enhanced Remote Hands SLA Credit: If we fail to meet the guarantees marked * above (i.e. the 2 hour guaranteed response for the Emergency Technical Support and the 2/4 hour guaranteed response for the Emergency Engineering Support) in respect of an issue reported by you and received by us, we will carry out all work required for the resolution of that issue free of charge.

This shall be your exclusive remedy with respect to failure to meet the guarantees set out in the Enhanced Remote Hands Service and represents our entire liability in respect of any failure to meet the objectives of the Enhanced Remote Hands SLA set out above. This remedy is available only to Enhanced Remote Hands Service subscribers and is entirely separate from any service credits payable under our general SLA in relation to Downtime. It is subject to all applicable Exclusions set out below and shall not apply in the case of a major data centre issue (such as power outage), where all response times noted above (including the guaranteed response times) will be voided. In the event of a serious outage, we nevertheless assure you we will pull in as many staff as possible to assist all our customers as quickly as possible.

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B. Deployment Services – If agreed, we will deploy the servers described in the 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, 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.

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.