

PTLGateway Terms and Conditions Agreement



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1. SERVICE TERMS AND CONDITIONS

These Service Terms & Conditions provide the agreed conditions of the Customer utilising the PTLGateway System and Managed Services. These Service Terms & Conditions apply solely to the Services and are governed by the PTLGateway MSA. Upon Schedule 3 - The Services Order Sheet ("SOS") being agreed between the Parties, these Service Terms & Conditions shall be incorporated into the Agreement.

2. DEFINITIONS

The clause headings and any other headings are inserted for convenience only and shall not affect the construction of this Agreement.

In these Service Terms and Conditions, the following terms and phrases shall have the following meaning

- 2.1 "Agreement" means the agreed terms and conditions of business between the Customer and PTLGateway as set out in the MSA, PTLGateway Addendum (if applicable), the SOS, the applicable Service Terms & Conditions for the Service that is provided and defined under the SOS (for example "Managed Services") and all Schedules and Annexes contained therein
- 2.2 "Charges" means the Managed Services Fee, the Consultancy Fees and any other charges payable by the Customer to PTLGateway pursuant to this Agreement "PTLGateway" means PTLGateway Limited who registered office address is 15 The Priory, Billerica Essex CM12 ORD, Reg No.: 5409330
- 2.3 "Hosted Applications" means the software programs or components thereof used by PTLGateway to provide the Managed Services which are specified as the Managed Applications in Schedule 3 - The Services Order Sheet ("SOS") as the same may be modified, added to or replaced during the Term.
- 2.4 "System" means the Hosted Applications, the PTLGateway Hardware and the Network as the same operate together in the provision of the Hosted Applications.
- 2.5 PTLGateway shall not be liable (by way of service credits or otherwise) for any loss or damage resulting from:
- 2.5.1 unavailability of the System or Services due to disruption of or any failure of fault in third party telecommunications apparatus, lines and systems and software except where such liability, loss or damage is due to the negligence or act or omission of PTLGateway or any of its subcontractors or agents, or breach of this agreement by PTLGateway.
 - 2.5.2 suspension of the Services for the performance of routine or emergency maintenance (save where any such maintenance is necessary due to any negligence of PTLGateway or breach by PTLGateway of this Agreement);
 - 2.5.3 suspension of the Services in accordance with The Master Services Agreement clause 10 Customer Obligations and Warranties
 - 2.5.4 the Hosting Premises or Network Provider becoming insolvent or going into voluntary liquidation;

- 2.5.5 the use of or any defect in or failure of the System or any software loaded thereon or any changes to the foregoing;
 - 2.5.6 the transmission or storing of content by or on behalf of the Customer using the Customer Equipment or the PTLGateway Equipment save for content provided by PTLGateway;
 - 2.5.7 any failure of the Customer to provide anything which the Customer has agreed to provide under this Agreement, including for the avoidance of doubt, security codes, software, hardware, and/or third party maintenance services;
 - 2.5.8 any event of Force Majeure affecting PTLGateway's performance of this Agreement;
 - 2.5.9 any breach of security which occurs notwithstanding PTLGateway's compliance with its security obligations as set out in any SLA; or
 - 2.5.10 any breach of this Agreement by the Client including any act or omission caused by the Client in respect of the PTLGateway Equipment or Client Equipment that affects PTLGateway's ability to provide the Hosting Services and which is not permitted by this Agreement;
 - 2.5.11 in each case whether or not PTLGateway has been notified of the possibility or likelihood of such loss or damage occurring.
- 2.6 Subject to the Tolerances, in the event that the Customer experiences any interruption to the Services or degradation of the Services such that PTLGateway has failed to meet the Service Level Agreements to the degrees set out in Schedule 2 Annex A, PTLGateway will, upon the Customer's request, credit the Customer's account as set out in Schedule 3 Annex A.
- 2.7 Complaints by the Customer regarding Service Level Agreements are to be directed to PTLGateway's Representative.

3. OUTAGES, SERVICE INTERRUPTIONS AND CHANGES TO SERVICES

- 3.1 Outages or Service Interruptions may be made by PTLGateway when in its reasonable opinion they are necessary to facilitate improvements to or maintenance of the Managed Services. PTLGateway will use reasonable endeavours to minimise the Outages or Service Interruptions that may be caused by a change.
- 3.2 PTLGateway shall be entitled in its discretion to make changes to the Hosted Applications, the Network or its procedures that affect the System but will endeavour to give at least 14 days' prior written notice of any such changes. If Outages or Managed Service Interruptions are required under The Master Services Agreement clause 8.1 ("Scheduled Interruptions"):
- 3.3.1 PTLGateway will endeavour to schedule Scheduled Interruption so as to minimise impact on the System.
 - 3.3.2 The day before a Scheduled Interruptions, the Representative and deputy Representative of the Customer will be notified (by email, SMS, PTLGateway website, telephone and/or in writing) of the anticipated commencement time of the Scheduled Interruptions and its estimated duration.

- 3.4 Customer requested interruptions (including, but not limited to, request for an application server to be re-booted) will be fulfilled but will not be considered a break in service, and will not be a factor when calculating breaches of the Service Level Agreement for any purpose or give rise to any liability on the part of PTLGateway. The Customer is required to request such interruptions via the customer support number listed on www.ptlgateway.net. This type of request will require a minimum notice period of ½ hour.
- 3.5 PTLGateway shall provide initial notice to the Customer's Representative by telephone, e-mail, pager or comparable notification service within ½ hour of PTLGateway becoming aware of an event that has caused or may cause an unscheduled Outage. In the event the Customer first becomes aware of such event, the Customer shall promptly provide initial notice to PTLGateway via customer support number or by email to the helpdesk. Status reports about the event will continue at ½ hour intervals until either the event has been resolved or PTLGateway and the Customer have agreed a course of action that does not require continued notification.
- 3.6 PTLGateway intends to work with the Customer on all change management issues and will endeavour to ensure that the Managed Services are not affected thereby so as to fall below the levels set forth in the Service Level Agreement in any material regard. PTLGateway reserves the right to proceed with any change if it is determined, by PTLGateway, that the change will not cause material degradation to the Customer's specific environment and/or is otherwise necessary or desirable for the overall maintenance or improvement of the functionality or performance of the Managed Services.
- 3.7 Third Party Service SLA's
- 3.7.1 PTLGateway provides like for like third party SLA's. In the event of a Service Outage with a third party Service, PTLGateway shall pass the equivalent SLA Service Credit provided by the third party to the Customer.

4. SERVICES SLA

PROBLEM CATEGORISATION MATRIX					
Severity Type	Definition	Target Response Time	Target Initial Diagnosis	Target Client Update	Target Resolution
P1	System is down or largely unstable through failure of all areas of core functionality	1 hour	2 hours	Every 2 hours	4 Hours
P2	A major part of the system is down or unstable through failure of one or more areas of core functionality	1 hour	2 hours	Every 2 hours	8 hours
P3	A problem exists but there is a way to continue processing	4 hours	1 day	Daily	5 working days or mutually agreed period

Example Classification of Problem Tickets

P1	Description
Access to Hosted Services is unavailable due to major system failure	Users are not able to access hosted services during Hosted Application Hours
Loss of network connection between internet and hosting centre	Preventing critical system operation
P2	Description
Data restoration required following system failure	Back-up data restore required during normal business hours (9 a.m. to 5 p.m. – Monday to Friday)
One or more hosted applications are unavailable.	Access to email, database or file server is not possible
P3	Description
Hosted Application performance is degraded	Users are unable to access hosted Services but application performance is slow
Other	Description
Non-critical Hardware failure (e.g. one Terminal Server)	An item of hardware has failed which does not affect operations, but needs to be replaced/repared.

4.1 Support call and Impact Severity Guidelines

4.1.1 When Customer logs a support call with PTLGateway, Impact and Severity will be assigned to the call using the following guidelines:

- a1 Impact :- the extent the problem would have on Customer’s business continuity (reflecting number of people affected):
- b1 Severity :- how severely the Customer’s business is impacted

Impact	Description
Single user	A single user is affected.
Functional group	A number of users, grouped by business function are affected.
Geographical group	A number of users, grouped by their geographical location are affected.
Organisation	All the users within Customer's organisation are affected.

Severity	Description	Example
Unable to carry out business function	The problem prevents the user from performing its business function.	The Hosted Application is unavailable.
Major inconvenience	The problem allows user(s) to continue to perform their business function in a restrictive manner, and seriously reduces the efficiency of the user(s) within the business.	Unable to print reports.
Minor inconvenience	The user is able to perform its business function, but a matter has been identified which reduces the efficiency of the user(s) within their business function.	The space available for a text label is too small for the complete text to be displayed.

4.2 Reports and Reviews

4.2.1 PTLGateway will use industry standard tools to monitor and automatically report on the levels of service that are being delivered to Customer. The reports will include statistics on Network, application and support Calls.

4.2.2 Monthly and/or weekly Service Level Agreement reviews will be scheduled with Customer where performance and service Levels will be discussed. These reviews may take the format of a telephone call to Customer's Representative by PTLGateway’s Representative, or a more formal meeting between PTLGateway and Customer at a mutually convenient location.

5. TOLERANCES

- 5.1 Interruptions to the Services or Outages arising directly or indirectly from:-
- 5.1.1 interruptions to the flow of data to or from the Customer Equipment and other portions of the internet
 - 5.1.2 changes to the Customer Equipment or Network (including the implementation of any necessary upgrades and operating system patches) and other housekeeping tasks which need to be made and of which PTLGateway gives Customer at least fourteen (14) days prior written notice and subject to such works being effected between the hours of 18:00pm and 6:00am and PTLGateway striving to minimise the interruptions/Outages that may be caused by such change
 - 5.1.3 the effects of the failure or interruption of services provided by third parties [who are not PTLGateway's agents]
 - 5.1.4 factors outside of PTLGateway's reasonable control
 - 5.1.5 any actions or omissions of Customer (including, without limitation, breach of Customer Obligations set out in the agreement) or any third parties [who are not PTLGateway's agents];
- 5.2 Customer's equipment and/or third party equipment;
Scheduled Outages as described below:-
- 5.2.1 Housekeeping tasks
 - 5.2.2 Housekeeping tasks will be performed between the hours of [18:00pm and 06:00am.]
 - 5.2.3 Server Operating System Patches & Upgrades
 - 5.2.4 System and Server operating system patches and upgrades will only be applied to the System, should they be required to ensure continued support by the operating system vendor.
 - 5.2.5 Application Upgrades
 - 5.2.6 Application upgrades will only be applied as necessary to facilitate continued support.
- 5.3 Customer requested interruptions to the Services.
- Where an element of the Services is not the subject of a performance standard described below then it shall be supplied by PTLGateway to Customer to a reasonable care and skill in accordance with the general duties and obligations of PTLGateway pursuant to this agreement.

6. SERVICE CREDITS

- 6.1 Response Times



For the purpose of calculating Service Credits on the provision of Managed Services the Response Times in Schedule 2 clause 4 shall be used.

$$A = (X-Y)$$

Where

A = The performance of the System or Managed Services (expressed as a percentage)

Y = The number of support incidents logged

X= The number of support incidents that have not met the Target Response time

COMPENSATION CREDITS

In the event that Managed Services falls below a level of 95% in any particular month, then PTLGateway shall credit the Customer using the following guide

Target Response Time %	Reimbursement rate % of monthly Managed Service fee
Above 90.00	2
85.00-89.99	5
80.00-84.99	7

6.2 Network and Co-Location Services

For the purposes of determining whether a service credit is due and, subject to the Availability of the service shall be calculated at the end of each month in accordance with the following formula:

$$A = ((X-\text{planned outages}) - Y)/(\text{X-planned outages}) \times 100$$

Where

A = The Availability of the Services (expressed as a percentage)

Y = Minutes of downtime in 1 calendar month

X = Total minutes in 1 calendar month based on 1 minute past midnight on the 1st to midnight on the last day of the month

7. COMPENSATION CREDITS

In the event that the System Availability falls below a level of 99.5% in any particular month, then PTLGateway shall credit the Customer using the following guide

Availability	Reimbursement rate % of monthly Managed Services Fee	Maximum outage Period (hrs)
Above 99.5	2	2.23
99.00-99.49	5	7.44
95.00-94.99	7	37.2
85.00-89.99	10	74.4
80.00-84.99	12	111.6

Availability means the availability of a server as demonstrated by a ping test.

8. ANNEX A – MICROSOFT ONLINE SERVICES SLA

8.1 Schedule 5 Annex A - Microsoft OnlineSvcsConsolidatedSLA(WW)(English)(January2017) as amended from time to time and published by Microsoft shall be incorporated into the Agreement from time to time as agreed by the Parties pursuant of Clause 8.2