

VirtUK | Service Level Agreement

1. Introduction

This Service Level Agreement ("SLA") covers guarantees for our network and server hardware, and is made between VirtUK ("we", "us", "our") and the customer, ("you", "your"). This document will be updated from time to time as needed. Changes can be seen at our online location at <http://www.VirtUK.com>. Notifications of updates will not be sent, it will be your responsibility to stay current of changes.

VirtUK will continue to forge ahead in our commitment to work harder, faster and better for your business as well as ours. We will commit to you in the form of this Service Level Agreements (SLA) that we will provide certain rights and remedies regarding the availability and performance of our network.

2. Service Commitment

VirtUK will offer eligible clients the following guarantees:

- Installation Guarantee
- Hardware Guarantee
- Network Packet Delivery Guarantee
- Network Power Availability Guarantee
- Network Performance and Availability Guarantee

Guarantee Credit: If VirtUK fails to meet the Installation Guarantee, you will receive, upon request, one (1) month of base fee* service credit. You may obtain no more than one (1) month service credit for any given month.

Base Fee: consists of the base monthly fee paid by you for the affected service and excludes all other fees which might be charged to you, including, by way of example and not limitation, set-up fees, charges for additional services such as managed services, incremental bandwidth usage, electricity, and other types of optional additional services.

3. Installation Guarantee

VirtUK Installation Guarantee is subject to the following conditions:

1. You or your representative must cooperate with us in the installation process, which includes accurate and timely completion of an order form containing requested information.
2. Changes in an order made by you or on behalf of you or the occurrence of events outside of our reasonable control, such as Force Majeure, may result in delays for which we are not responsible.

Force Majeure: VirtUK shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies or power used in or equipment needed for provision of the services.

4. Hardware Guarantee

VirtUK uses high quality components in all of its server leases. If a component fails, VirtUK guarantees to replace or repair the faulty component and bring the server back online within two (2) hours from the time the faulty component is identified.

Guarantee Credit: If VirtUK fails to meet the Hardware Guarantee, your account will be credited one (1) day of base fee credit for each hour of downtime, not to exceed one (1) full month of credit.

5. Network Packet Delivery Guarantee

VirtUK United Kingdom Network Packet Delivery Guarantee is packet delivery of **99.9%** between our bandwidth provider and us.

Packet Delivery Process: Packet Delivery will be measured by averaging sample measurements taken during a calendar month between Hub Routers. No credits will be made if failure to meet a Network Packet Delivery Guarantee is attributable to reasons of Force Majeure.

Guarantee Credit: If VirtUK fails to meet the Network Packet Delivery Guarantee in a calendar month, your account will be credited one (1) day of base fee credit for each 1% of packet loss..

6. Network Performance and Availability

VirtUK's network is engineered to deliver the highest level of network uptime and availability. We guarantee our Network will be available 99.9% of the time.

Guarantee Credit: If VirtUK fails to meet this Guarantee during any given calendar month, your account will be credited one (1) day of base fee credit for each hour of downtime, not to exceed one (1) full month of credit. This will not include unavailability continuing for one hour or less which you fail to report to us within 7 days from the date of unavailability or unavailability resulting from:

1. VirtUK Network maintenance;
2. Your applications, equipment, or facilities;
3. Acts or omissions by you, or any user of the service authorized by you;
4. Reasons of Force Majeure **

Network downtime is defined as a 100% packet loss occurring in the transmission of data (packets) from your virtual server, in our Data Center, to the Internet backbone for more than fifteen (15) consecutive minutes. Any suspected downtime must be reported to a VirtUK technician and must be verified by at least two (2) trace routes from independent locations. Downtime will be measured from the time the outage is reported to the time the server is able to transmit and receive data again.

7. Credit Request and Credit Procedures

Credit will only be given to you if a request is made by email or mailed to VirtUK. A reporting Web page can be found via links at www.VirtUK.com. Each request in connection with a Network Outage must be received by VirtUK within seven (7) days of the Network Outage and must be confirmed by VirtUK.com's measurements of the Data Center Access Network. Each request, in connection with Latency or Packet Loss in a calendar month, must be received by us within seven (7) days after the end of such month.

A credit will be applied to your account within two billing cycles after VirtUK's receipt and verification of your request. Credits are exclusive of any applicable taxes charged to you. The total amount credited to you in connection with Network Outages, Latency and Packet Loss in any calendar month will not exceed the Base Fee paid by you for such month.

8. Exceptions

You will not receive any credits under these guarantees if you are delinquent in payments to VirtUK or in connection with any failure or deficiency of the Data Center Access Network caused by or associated with:

1. Circumstances beyond VirtUK's reasonable control
2. Reasons of Force Majeure
3. Failure to access the Data Center Access Network, unless such failure is caused solely by **VirtUK's** scheduled and emergency maintenance and upgrades;