



SERVERCENTRE

HOSTING

## MANAGED HOSTING DOCUMENT:

HOSTED SKYPE FOR BUSINESS

**OnDemand**

ENTERPRISE COLLABORATION

**Server Centre Hosting Limited**

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**Version 3.0**



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## **Managed Hosting**

### **Microsoft Skype for Business - Service Level Agreement**

#### **1 Agreement**

- 1.1.1 This Agreement is made between Server Centre Hosting Limited ("Server Centre") of E2 Ropewalk Business Park, Station Road, Ilkeston, Derbyshire, DE7 5HX and XXXX Limited ("Customer") of registered office address.
- 1.1.2 The Agreement outlines the Terms and Conditions under which Server Centre will provide the specified Services to the Customer. The Customer has entered into an Agreement with Server Centre for the provision of one or more of the Services described herein.
- 1.1.3 This Service Level Agreement ("SLA") is supplemental to the Terms and Conditions of Business. This SLA forms part of the Agreement with the Customer and sets out the terms under which the Services are provided.
- 1.1.4 Unless specified in the Quotation or Sales Order, this Agreement is a monthly rolling agreement. It will commence on 1st of each month and end on the last day of that month. This Agreement is automatically renewable for a further month period until a minimum 30 days prior written notice is received to terminate the Agreement by either party.





## 2 Services



### 2.1 Hosted Skype for Business

2.1.1 The Managed Microsoft Skype for Business 2015 Service provides to the Customer either a Standard or Enterprise Voice enabled Microsoft Skype for Business account with access to the PSTN network. The Microsoft Skype for Business Service is provisioned on a hosted multi-tenant platform.

2.1.2 The Service charge provides a licence to access the hosted multi-tenanted platform.

2.1.3 Server Centre will provide and manage the connectivity to the PSTN network through the use of one or more IP Exchange Service Providers.

2.1.4 Server Centre will be responsible for monitoring the hosted service.

2.1.5 Server Centre will only be responsible for the operation and management of the core hosted platform. The Local Area Network (LAN), Wide Area Network (WAN), Devices and Appliances connecting to the Service will remain the responsibility of The Customer unless specifically detailed otherwise within the Agreement.

### 2.2 Additional Applications

2.2.1 In addition the Services described in section 2.1, Server Centre may host Additional Applications for the Customer as set out in the Agreement. The paragraphs below set out the scope of Server Centre's service in respect of any Additional Hosted Application.

2.2.2 Each Additional Application will be installed on one or more servers (which may include using virtualisation at Server Centre's discretion) dedicated to the Customer. Specifically Server Centre's responsibility will be limited to provision and/or management of the server hardware, network connectivity, operating system, power and back-up of the data as defined herein.

2.2.3 Server Centre will provide the data centre rack space, network infrastructure, consisting of Server Centre's core network.





- 2.2.4 The vendor of the Additional Application will provide Server Centre or the Customer with the recommended hardware and operating system specification.
- 2.2.5 The Customer is responsible for providing valid license keys and media for each and every Additional Application that is hosted by Server Centre.
- 2.2.6 Save as set out in this SLA, Server Centre is not responsible for supporting any Additional Application. Server Centre's responsibility is to provision the hardware and platform, network connectivity and power for hosting any Additional Application and then the Customer and/or the vendor of the Additional Application will be responsible for installation and maintenance of the Additional Application.
- 2.2.7 Server Centre will not change the Operating System or apply any patches save for an emergency when a security patch is required to prevent the spread of any virus or threat to any other Server Centre hosted service, without prior agreement.
- 2.3 **Emergency Services Calling**
  - 2.3.1 Server Centre provide emergency services calling in the United Kingdom Mainland Only. Emergency services calling is not available for any other countries. It is the responsibility of Customer to provide additional provisions for calling the emergency services above and beyond Server Centre's Products and Services.
  - 2.3.2 When using Server Centre's Products and Services, note the following:
    - 2.3.2.1 A power cut, client/server failure whether or not the responsibility of Server Centre or internet connection failure can lead to Server Centre Products and Services failing to establish a successful call, including any calls to the emergency services.





- 2.3.2.2 If you place a successful call to the emergency services you will need to tell the emergency services operator where you are physically located so that the correct emergency organisation can respond to your emergency and knows where to find you. If you do not provide this information when prompted, you acknowledge that your emergency call may not be completed, may be answered by an emergency service located in the wrong location and you will not be able to gain access to your required emergency services. Server Centre have no liability for your failed emergency call in such circumstances.
- 2.3.2.3 In the United Kingdom, Server Centre comply with Ofcom (the United Kingdom Telecommunications Regulator) regulation regarding the provision of Emergency Services access from a "VOIP Services" provider, however Server Centre provide no warranties nor accept any responsibility for the use of their Services or Products for calling the Emergency Services. Server Centre will be under no liability to Customer whatsoever for any failed attempt to contact the emergency services whilst utilising their Products or Services.
- 2.3.2.4 Server Centre reserve the right to replay call recordings if and when they exist for the sole purpose of server diagnostics. Server Centre will not disclose any information to any third party whatsoever unless required by any Regulatory body or government organisation having jurisdiction to do so. Where lawful, Server Centre shall give Customer notice of any such disclosure prior to exercising it.
- 2.3.2.5 Server Centre recognizes that Customer and its affiliates own the telephone numbers used to access the service and will cooperate promptly with any request to assign or port the numbers at any time, subject to the Server Centre porting out fee.





### **3 Service Availability Guarantee**

3.1.1 The following Services will be available for 99.99% guaranteed in any given month applying the definitions set out below.

3.1.2 Service Availability is defined as follows:

3.1.2.1 For Hosted Skype for Business: the Service is Available if it is possible to login to Skype for Business Web Access and an Instant Message or Call can be sent and received utilising the Skype for Business Client installed on a suitable PC.

3.1.2.2 For Additional Application Hosting: the Dedicated and/or Dedicated Virtual Server(s):

- has/have a live power feed;
- has/have an available network connection;
- is/are accessible through Server Centre's management network
- respond(s) to an ICMP echo (Ping) from the Server Centre operations network (i.e. internally)





## 3.2 Service Availability Calculation

3.2.1 Service Availability is calculated in accordance with this clause. Service Availability is calculated on a monthly basis. On the first day of each month the Service Availability calculation starts again. This means that any interruption to the Service from a previous month does not carry on in to the Service Availability calculation for the following month. Service Availability is calculated as follows: the total time period during a calendar month is 24 hours x 30.42 days (the average number of calendar days in a month) which means a total time of 730 hours or 43,800 minutes per month. The Service will be available for a guaranteed 99.99% of the time in any given month. Which means no more than 4.38 minutes of Service Unavailability. In calculating Service Availability time for the purpose of this clause the following does not count as Service Unavailability:

- 3.2.1.1 Any time during which the Customer's Dedicated and/or Dedicated Virtual Server(s) are taken off-line at the Customer's request (for example for the software vendor to update, install or maintain an Additional Application);
- 3.2.1.2 Any Unavailability as a result of maintenance activities performed during scheduled maintenance windows;
- 3.2.1.3 Any unavailability as a result of acts or omissions of the Customer including where the Customer is responsible for causing a fault resulting in Service Unavailability;
- 3.2.1.4 Any Unavailability caused by a breach of the Acceptable Usage Policy (AUP) defined herein by the Customer;
- 3.2.1.5 Any Unavailability as a result of vicious attacks or events outside of the direct control of Server Centre;
- 3.2.1.6 The Services are Unavailable to a user because of a hardware, software or firmware issue on the user's access device.
- 3.2.1.7 The Services are Unavailable to a user because that end user does not have internet or data connectivity.
- 3.2.1.8 A breach of the Service Availability Guarantee gives rise to a Service Credit as defined herein.







## **4 Service Credits**

### 4.1 Value of Service Credits

4.1.1 Each Service Credit means a credit equal to 5% of the monthly fee for the users affected by the breach of Service Availability. For example, if the Customer has 1000 users and 100 are affected by a Service Availability issue then the service credit will be 5% of the monthly fee relating to those 100 users affected and not the whole 1000 users. A Service Credit is not cash but a credit against existing or future fees for the Service(s) purchased by the Customer. A Service Credit will only be given if the Customer follows the procedure set out herein.

### 4.1.2 Events giving rise to Service Credits

4.1.2.1 A Service Credit will be granted if there is a proven breach of the Service Availability Guarantee and the Customer has provided a written request for a Service Credit to the Server Centre Service Desk within 14 days of the month end in which the breach of Service Availability has occurred.

### 4.1.3 Multiple Breaches

4.1.3.1 Each individual and unconnected breach of this SLA gives rise to a single Service Credit subject to a maximum of 3 Service Credits in any calendar month.





## 5 Support

### 5.1 Obtaining Support

5.1.1 To request support you must first obtain a valid Support Ticket which is obtained by calling the support telephone line during UK business hours (Monday to Friday 9.00am to 5.00pm).

5.1.2 Support requests must be made by an Authorised Contact on behalf of the Customer. It is the Customer's responsibility to provide contact details for all Authorised Contacts of the Customer. Any support requests from a person who is not notified to Server Centre as being an Authorised Contact will be referred to an Authorised Contact.

5.1.3 All requests for support will be tracked via our Service Desk System. Calls can be logged either by phone or by email.

- Phone: 0115 969 9950
- Email: [enterprise@servercentre.net](mailto:enterprise@servercentre.net)

5.1.4 Each Support Ticket will be assigned a unique ticket ID. Please quote this ticket ID when:

- Requesting a progress report
- Calling back to confirm the issues has been resolved
- Providing an update to a Technical Support Engineer





## 5.2 Support Desk

5.2.1 Server Centre's Support Desk is manned and available during normal working hours. If there is a service outage outside of normal working hours then our 24x7x365 support service will be activated to investigate and resolve any issues affecting Service Availability.

## 5.3 24 x 7 x 365 Engineering for Service Availability

5.3.1 Server Centre's engineering resource is available 24x7 to investigate and resolve any incidents that affect Service Availability. Outside of UK business hours (Monday to Friday 9.00am to 5.00pm) Server Centre's engineering resource is available only for ensuring compliance with Service Availability as defined in this SLA.

## 6 Service Level Objectives for Response and Resolution Times

6.1.1 The table below sets out guidelines that Server Centre provide for response and resolution times for support incidents and change requests. These are guidelines only but set out the level of service we aim to achieve. The ticket priority level is defined by Server Centre in its sole discretion. Business Hours mean Monday to Friday 9am to 5pm UK Greenwich Mean Time.

Issue Priority Level	Customer Impact Level	Response Target	Resolution Target
Priority 1	Critical priority	0.5 Working Hours	2 Working Hours
Priority 2	Urgent priority	1 Working Hours	4 Working Hours
Priority 3	Standard priority	2 Working Hours	NA
Priority 4	Low priority	4 Working Hours	NA
Priority 5	Requests for Information & Standard Changes	8 Working Hours	24 Working Hours





## 6.2 Request and Incident Priority Definition

6.2.1 The table below provides guidance on the ticket priority levels and Request/Incident definitions:

Issue Priority Level	Customer Impact Level	Description
Priority 1	Critical priority	Complete service outage
Priority 2	Urgent priority	Service Affecting or partial loss of service & majority of user base
Priority 3	Standard priority	Standard priority - for service affecting issues to small proportion of user base
Priority 4	Low priority	Low priority for non-service affecting issues
Priority 5	Requests for Information & Standard Changes	Requests for Information & Standard Changes

## 6.3 Incident Escalation

6.3.1 To ensure that the Customer receives Senior Management attention on unresolved issues, Server Centre operates an Incident Escalation procedure in order that any unresolved Incidents are notified to the Operational Management personnel on a priority basis dependent on the severity of the Incident.

## 6.4 Planned and Emergency Maintenance

6.4.1 From time to time routine maintenance will need to be performed on the system. Wherever possible Server Centre will give customers a minimum of 72 hours advanced warning and perform the maintenance activity between 21.00-00.00. However Server Centre reserve the right to temporarily close down the Service without notice in the case of emergency. Service unavailability during planned maintenance or Emergency Maintenance will be discounted for purpose of calculating service credits.





## **7 Customer Responsibilities and Acceptable Usage Policy**

### **7.1 Customer Responsibility**

The Customer must ensure that:

- 7.1.1 a web browsing policy is defined and supplied to Server Centre;
- 7.1.2 no software programme, game or other application is installed or attempted to be installed on the Hosted Platform ;
- 7.1.3 By connecting to Server Centres Infrastructure, Customer agrees to hold Server Centre harmless in the event of any legal claim regarding Customer use our services.
- 7.1.4 Server Centre's Acceptable Usage Policy (AUP) is complied with.





7.2 Server Centre's Acceptable Usage Policy is as follows:

- 7.2.1 The Customer must not by itself or by its users, employees, agents, contractors or otherwise:
- 7.2.2 download any content or application or programme that is unlawful including but not limited to hard-core or child pornography;
- 7.2.3 download or install any third party application without the express written authorisation of Server Centre;
- 7.2.4 interfere with the configuration of the machines being supported, any network equipment used by Server Centre to provide the Network Infrastructure Services or any servers used to provide the Services;
- 7.2.5 not to cause (whether by itself, its employees or contractors or agents) a DDoS (Distributed Denial of Service) Attack
- 7.2.6 not to probe ports of any servers for vulnerabilities (whether by itself, its employees or contractors or agents)
- 7.2.7 not to attempt to hack in to any Server Centre services
- 7.2.8 not to send or relay any Unsolicited Bulk Email





7.3 The Customer warrants and undertakes to us that:

7.3.1 it will not by itself or others knowingly or recklessly post, link to or transmit, or permit third party users to post, link to or transmit:

7.3.1.1 any material that is abusive, threatening, harmful, malicious, defamatory, obscene, pornographic, profane or otherwise unlawful;

7.3.1.2 any material containing a virus or other hostile computer program;

7.3.2 it will not post, link to or transmit any material that constitutes or encourages a criminal offence, gives rise to civil liability or infringes the intellectual property rights of any third parties.

7.3.3 it will not knowingly or recklessly transmit, or permit third party users to transmit unsolicited email in breach of UK law. Under the Electronic Commerce (EC Directive) Regulations 2003, Server Centre is, in general, not liable to any criminal or pecuniary penalty for any unlawful acts carried out using our service unless we have actual knowledge of those unlawful acts. Accordingly, if we become aware of credible evidence that a customer has carried out any unlawful acts we will take preventative measures to bring those acts to an end.

7.3.4 Server Centre may suspend the Customer's Service(s) immediately and without notice to the Customer in its sole discretion if in Server Centre's opinion the Customer has or has knowingly, recklessly or negligently permitted any breach of the Acceptable Usage Policy, or if it receives any complaint that unsolicited email has been transmitted by the Customer, or by the Customer's agents or customers, or if any material hosted on the Customer's web site(s) or server(s) (in respect of which Server Centre is providing a hosting service) may be unlawful, harmful or defamatory.





## 8 **Appendix A: Presentation Number**

8.1.1 I hereby confirm on behalf of Customer (the "Applicant") to its telecommunications service provider, and I am duly authorised so to do, that:

8.1.1.1 the number requested for user as a presentation number ("PN") is either allocated to the Applicant and the Applicant does not require the permission of anyone else in relation to that number or the requested PN is not allocated to the Application but consent from the allocated owner for its user as a PN has been obtained and has not been withdrawn;

8.1.1.2 the requested PN is in user;

8.1.1.3 the Applicant shall immediately inform its telecommunications service provider if any of the information in this statement ceases to be correct;

8.1.1.4 the telecommunications service provider may suspend and/or withdraw use of its Presentation CLI Service if it is subsequently found that the information in the is was, or has become, inaccurate or if the PN is being misused in any way;

8.1.1.5 the Application understands that the PN must not be a number that connects to a revenue sharing number that generates excessive or unexpected call charges in which case the telecommunications service provider may suspend and/or withdraw use of the Presentation CLI Service;

8.1.1.6 the Applicant acknowledges that its network service provider may withdraw the service without penalty in the event that a) having made the appropriate configuration change the Applicant fails to make at least one test call within twenty (20) working days and/or b) the Applicant reverses the configuration change.

8.1.1.7 The Applicant hereby indemnifies its telecommunications service provider and any underlying network service provider against any claims by any third party relating to user of the PNs.







- 8.1.1.8 The Applicant hereby acknowledges that the telecommunications service provider may withdraw this facility at any time for regulatory or legal reasons or if it suspects its misuse or if its use is challenged by any third party.

