



Service Level Agreement (Unmanaged VPS site Equinix)

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Introduction

This document sets out the service levels and compensation schemes for the Redbee service at the Equinix datacenter. It sets out the complete service levels available in respect of these services and is to the exclusion of any other SLA you have with Redbee for any element of these services.

Service Description

Redbee VPS is an unmanaged virtual server service in the Redbee datacenter at Equinix with connectivity to the Redbee network.

Service Availability Guarantee

Redbee guarantees that the entire network at the Redbee datacenter at Equinix will have an availability of at least 99,9% per annum. The network elements are detailed in Table B.

Table B

Network Element	Availability (%)
Access Circuits on Redbee Network	99.9%
Redbee core Network	99.99%

Redbee guarantees that the combined Server elements will have an availability of at least 99,5% per annum. The Server elements are detailed in Table C.

Table C

Server Element	Availability (%)
Server elements	99.5%
Supported applications	99.5%

1. Table C excludes: scheduled maintenance downtime, pre-notified emergency maintenance, customer operating system modifications, force majeure or installations and time required to restore servers.

If the Availability is reduced by the following percentages, you may claim compensation at the end of the Measurement Period (MP) as set out in Table C below.

Table C

Availability at end of MP ⁽¹⁾	Service Credit as % of Annual Service Rental
0% - 0.1%	1.5%
0.10% - 0.35%	3%
More than 0.35%	5%

1. % are established deviations from guaranteed availability of entire network

Fault Handling Guarantee

Faults may be reported via the local telephone numbers as set out in the service user documentation, 24 hours a day, 365 days a year;

The Target Time To Repair (TTTR) for Service Affecting Faults for the service covered under this SLA is detailed in Table D.

Table D

	Services provided by Access Circuits on the Redbee Network
Target Time to Repair	6 hours

If Redbee fails to meet the above target, you may claim compensation as detailed below in Table E.

Table E

Hours past TTTR	Compensation as % of Annual Service Rental
1-3	1%
3-4	2%
4-6	3%
More than 6	4%

Repair times for Non-Service Affecting Faults will be mutually agreed on a case-by-case basis. As a guideline, Redbee will aim to repair faults of this nature within three Working Days.

In order to optimise the network and maintain its high performance Redbee may need to arrange maintenance windows. Our default maintenance window is Wednesday 22:00h – 24:00h. When you expect problems within this maintenance window, please inform Redbee. In some cases it could be necessary to schedule maintenance outside this window. To minimise the impact we will try to schedule these outside of working hours at a time that is mutually convenient. We will try to inform you at least seven days in advance of any scheduled maintenance work.

Power Guarantee

Redbee guarantee that AC power is provided to the customer's collocation rack, collocation server or managed server 99.99% of the time. If the availability is reduced by the following percentages, you may claim compensation at the end of the Measurement Period (MP) as set out in Table F below. This will not include power unavailability resulting from (a) any Customer circuits or equipment, (b) Customer's application or equipment, (c) acts or omissions of Customer, or any use or user of the service authorised by Customer or (d) reasons of Force Majeure.

Table F

Average power supply below the target (hr)	Service Credit as % of Monthly Service Rental
0.5 -1	2.5%
1- 1.5	5%
>1.5	7%

Packet Loss

1. Redbee guarantees an average Packet Loss rate (being the percentage of packets that are dropped within the Redbee network) of less than 0.2% within the Redbee network.
2. If Redbee is notified by Customer of average Packet Loss which has, in the thirty (30) days preceding such notification, exceeded 0.2%, and Redbee fails to remedy such average Packet Loss within two (2) hours of being notified, Customer will receive, at Customer's request, a Service Credit of 5% of the Monthly Service Rental for the period from the time of notification by the Customer of such excess average Packet Loss until the average Packet Loss for the preceding thirty (30) days is lower than 0.2%.

Network Latency

1. The Redbee network carries packets with an average Network Latency over a one month period of:
 - a. 50 ms within Europe or within the US.
 - b. 100 ms between Europe and the US (defined as London to New-York).
2. If Redbee is notified by Customer of average Network Latency which has, in the thirty (30) days preceding such notification, exceeded the agreed values, and Redbee fails to remedy such average Network Latency within eight (8) hours of being notified, Customer will receive, at Customer's request, a Service Credit of 5% of the Monthly Service Rental for the period from the time of notification by the Customer of such excess average Network Latency until the average Network Latency for the preceding thirty (30) days is lower than the agreed values.
3. The Customer may not obtain more than one (1) month Service Credit per calendar month.

Submitting Claims

All claims must be submitted to the relevant Redbee contact assigned to the customer within 30 working days.

The issue of a Credit Note will settle all valid claims. This can be used to offset charges on future bills. If at any time an account enters into credit, customers may request payment to reduce the account balance to zero. When the balance on the account is in debit, a cheque cannot be requested.

Payment of Claims

The different guarantees and service credits available under this SLA are not cumulative. If you are entitled to claim under more than one guarantee schemes set out in this SLA for service credits you may choose which scheme you wish to claim under. You may not make double claims for any service failure under this SLA and any other SLA you have with Redbee.

Redbee is not liable for claims other than those directly related to the SLA described in this document. No claims can exceed the Monthly service rental.

Cancellation of Service

If applicable, all cancellation charges will be billed to the customer within 90 working days from the date of cancellation

Prior to Service Commencement

If an order is cancelled, or significantly modified (e.g. changes in address; service; point of presence or presentation) prior to the Promised Date, Redbee reserves the right to claim reasonable costs incurred as a result of cancellation or modification.

After commencement of service

If you cancel the service then you will be liable to pay all outstanding charges for the remaining period you have committed to contractually or as otherwise specified in the product specific literature.

If you have any problems understanding any of the information contained within this document please contact Redbee.

Recommendation: Store this document in a safe place.

Definition of Terms

<i>Access Circuits</i>	Tail circuits connecting you to the Redbee Network .
<i>Availability</i>	The time for which a service is usable, expressed as a percentage of the total time in a Measurement Period. For the purposes of this calculation a service shall be deemed usable during Maintenance Windows and during any periods in which a service is not usable due to an event of Force Majeure, failure of your equipment, your power supplies, or the acts or omissions of customer's or any third party's employees or agents (not within the reasonable control of Redbee).
<i>Redbee Network</i>	Infrastructure owned and managed by Redbee.
<i>Force Majeure</i>	As defined in our agreement with you for the provision of internet services.
<i>Measurement Period</i>	A twelve-month period from the delivery date and each subsequent anniversary of the delivery date or if explicit mentioned per month.
<i>Non-Service Affecting Fault</i>	A fault or condition that is not a Service Affecting Fault.
<i>Service Affecting Fault (SAF)</i>	Any failure of transmission or terminating equipment, which directly causes full or partial loss of signals in one or both transmission directions. Faults due to force majeure, you, third parties or the cessation of service during a Planned Outage are not Service Affecting Faults.

<i>Target Time To Repair (TTTR)</i>	The length of time between the issue problem to restoration of service.
<i>Working Day</i>	Monday to Friday from 8:00 am to 18:00 pm excluding Public Holidays.