



Microsoft Lync Service Level Agreement  
Green Cloud Hosting Limited  
*Public*

01/02/2013

# 1. Agreement

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.

## 2. Coverage; Definitions

This Service Level Agreement (SLA) applies to you ("customer") if you have ordered Hosted Microsoft Lync with Green Cloud Hosting Limited (the "Services") and your account is current (i.e., not past due). As used herein, the term "Application Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the content of customer's service is available for access by third parties via HTTP and HTTPS, as measured by Green Cloud Hosting Limited

## 3. Service Level

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

3.2 Service Availability is defined as follows:

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

3.3 Service Availability Calculation

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:

3.3.1 Any time during which the Customer's Lync service are taken off-line at the Customer's request (for example for the software vendor to update, install or maintain an Additional Application);

3.3.2 Any Unavailability as a result of maintenance activities performed during scheduled maintenance windows;

3.3.3 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;

3.3.4 Any Unavailability caused by a breach of the Acceptable Usage Policy (AUP) defined herein by the Customer;

3.3.5 Any Unavailability as a result of vicious attacks or events outside of the direct control of Green Cloud Hosting Limited;

3.3.6 The Services are Unavailable to a user because of a hardware, software or firmware issue on the user's access device.

3.3.7 The Services are Unavailable to a user because that end user does not have internet or data connectivity.

3.4 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

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.

### 4.2 Events giving rise to Service Credits

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 Green Cloud Service Desk within 14 days of the month end in which the breach of Service Availability has occurred.

## 5. Exceptions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Microsoft Lync Availability caused by or associated with: Circumstances beyond Green Cloud Hosting Limited reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software (including, without limitation, ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this

SLA; Failure of access circuits to the Green Cloud Hosting Limited network, unless such failure is caused solely by Green Cloud Hosting Limited

Scheduled maintenance and emergency maintenance and upgrades. DNS issues outside the direct control of Green Cloud Hosting Limited Issues with FTP, POP, or SMTP customer access;

False SLA breaches reported as a result of outages or errors of any Green Cloud Hosting Limited measurement system.

Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, etc), any negligence, willful misconduct, or use of the Services in breach of Green Cloud Hosting Limited Master Services Agreement and Acceptable Use Policy; E-mail or webmail delivery and transmission, DNS (Domain Name Server) Propagation.

Outages elsewhere on the Internet that hinder access to your account. Green Cloud Hosting Limited is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Green Cloud Hosting Limited will guarantee only those areas considered under the control of Green Cloud Hosting Limited, Green Cloud Hosting Limited's server links to the Internet, Green Cloud Hosting Limited routers, and Green Cloud Hosting Limited servers.

## 6. Credit Request and Payment Procedures

To receive a credit, the customer must make a request therefore by sending an email to [support@greencloudhosting.co.uk](mailto:support@greencloudhosting.co.uk)

The e-mail message MUST include the domain name of the customer's account in the "Subject" line. Each request in connection with this SLA must include the customer's account number (Green Cloud Hosting invoice) and the dates and times of the Application unavailability and must be received by Green Cloud Hosting Limited within ten (10) business days after the customer's application was not available. If the unavailability is confirmed by Green Cloud Hosting Limited credits will be applied within two billing cycles after Green Cloud Hosting Limited receipt of the customer's credit request.

Credits are not refundable and can be used only towards future billing charges. Notwithstanding anything to the contrary herein, the total amount credited to customer in a particular month under this SLA shall not exceed the total hosting fee paid by customer for such month for the affected Services.

Credits are exclusive of any applicable taxes charged to customer or collected by Green Cloud Hosting Limited and are customer's sole and exclusive remedy with respect to any failure or deficiency in the Application Availability.

**Note: Credits are not refundable and can be used only towards future billing charges.**