



## **Appendix 1 – Service Level Agreement**

of Aqua Ray UK (as defined before) (hereinafter: "SLA Aqua Ray UK")

### **INTRODUCTION**

Below is described the whole conditions of commercial compensations related to disrespect of Aqua Ray UK's guarantees for the following services:

- Infrastructure hosting ;
- Availability of the bandwidth services of Transit Internet ;
- Re-establishment times respect of the bandwidth services and Transit Internet ;
- Installation respect times.

### **Clause 1**

#### **Installation delays**

- Aqua Ray UK will provide a provision date agreed for the installation of the service ordered by the customer. If Aqua Ray UK does not respect the provision date agreed upon, the customer will obtain assets calculated in accordance with the present clause;
- If only one part of the order is subject of a delay, the assets will apply only for the services which do not have been placed at the disposal of the customer at the agreed date;
- The assets will be deduced from the total amount of the first quarterly invoice of the customer and will be calculated in the following way:

#### **Case of non-payment of the assets of installation delay**

- The fault or negligence of the customer, his employees or its subcontractors;
- Any violation of the contractual conditions definite between Aqua Ray UK and the Customer;
- A breakdown or any other problem involved in Customer side equipment(s);
- Any event describes in the clause of the causes beyond control such as defined in the contract between Aqua Ray UK and the Customer;
- The refusal of Customer to give to Aqua Ray UK access to all the equipment after Aqua Ray UK requested it;
- The refusal of Customer to give to Aqua Ray UK necessary information to the service installation ordered.

### **Clause 2**

#### **Bandwidth service availability**

- Aqua Ray UK guaranteed 99.9% of bandwidth service availability;
- Bandwidth service is known as "available" when the Customer can transmit and receive data towards and from the Aqua Ray UK network;

- Bandwidth service is known as "inalienable" when:
  - a) The Customer cannot transmit and/or receive data of Aqua Ray UK network;
  - b) Time interruption is higher than 10 minutes;
  - c) The interruption was not the subject of a maintenance warning 48h as a preliminary;
- To calculate the bandwidth service availability, Aqua Ray UK will deduce from the number of hours of the period of quarterly invoicing, the round duration per hour nearest to unavailability of the period of corresponding quarterly invoicing;
- If it happened that the bandwidth service availability is lower than 99,9% during the period of quarterly invoicing, the Customer will profit from assets calculated starting from the quarterly price applicable to the Customer;

Band-width service availability during the period of quarterly invoicing	% asset price of the quarterly invoicing of the service of band-width
Between 99,89% and 99,6% of time	5,00%
Between 99,59% and 99% of time	10,00%
Between 99,45% and 99,0%	15,00%
Between 98,9% and 96,0%	20,00%
Lower than 96% of time	35,00%

### **Assets calculation of the bandwidth service**

- When one period of quarterly invoicing does not cover a complete month, assets calculation of the bandwidth service will be done with prorata temporis;
- Assets calculation of the bandwidth service are calculated quarterly;
- If bandwidth service is cancelled during one period of monthly invoicing, none asset will be payable with regard to this service for this period of invoicing;

#### Case of nonpayment of bandwidth assets

Aqua Ray UK will not pay to the Customer the applicable assets in case of non-observance of the availability of the bandwidth service when services breakdowns or services interruptions are caused by:

- Fault or negligence of the customer, his employees or subcontractors;
- Violation of the by contract defined conditions;
- Any event of cause beyond control such as defines by contract;
- The refusal of the Customer to give access to Aqua Ray UK's personnel to his equipment;
- Maintenance during a programmed interruption having been the subject of a warning 48h as a preliminary;

### **Clause 3 Recovery time**

- Aqua Ray UK guaranteed a time for recovery (GTR) of 4 hours for any event causing the unavailability of band-width service subscribed by the customer;
- Recovery time run when Aqua Ray UK was informed of unavailability in accordance with article 5 of present, it is completed when the service is again available;

- Except request of the Customer, Aqua Ray UK will inform every half-hour the Customer of advanced re-establishment of the service by email or phone;
- In the event of the non respect recovery time, the Customer will profit from an asset of 5% of the amount of his quarterly invoicing per hour to have started beyond the guaranteed recovery time;
- Assets related to the non respect of the recovery time are calculated quarterly;
- Assets amount are related to the recovery time cannot exceed the quarterly amount invoiced to the customer;

Aqua Ray UK will not pay to the Customer the applicable assets in case of non-observance of the availability of the band-width service when services breakdowns or services interruptions are caused by:

- Fault or negligence of the customer, his employees or subcontractors;
- Violation of the by contract defined conditions;
- Any event of cause beyond control such as defines by contract;
- The refusal of the Customer to give access to Aqua Ray UK's staff to his equipment;
- Maintenance during a programmed interruption having been the subject of a warning 48h as a preliminary.

#### **Clause 4**

#### **Hosting services guarantees (Interxion UK datacenter)**

- Any electric incident, causing an electric cut generalized on the whole of Interxion data-center, is the object of a 100% asset of the quarterly invoicing of hosting service of Client infrastructures;
- Any incident of air-conditioning, causing a temperature higher than 26°C in the servers room is the object of a 100% asset of the quarterly invoicing of hosting service of Client infrastructures.

#### **Clause 5**

#### **Interruption of description**

Any suspected interruption must be announced to the technical Aqua Ray UK's buildings by phone (+44 1622808138 or Voip switchboard +33 170809750 extension 52). The Customer must clearly give interruption detail to the engineering departments. The exact duration time of the interruption will be the time passed between the recording of the interruption announced by the customer to the engineering department and the start-up.

#### **Clause 6**

#### **Responsibility**

-The assets described in this contract will only represent an exclusive compensation offered to the customer. Aqua Ray UK does not accept any responsibility with regard to the customer.