

Service Level Agreement

Level: Standard



BQA_QMS019_C_2009362

By:

Openminds bvba
Zwijnaardsesteenweg 169/103
9000 Ghent

<http://www.openminds.be/>

info@openminds.be



Version 2.0 - january 2011

1. Concepts and definitions

Authorisation list: List of names, telephone numbers and email addresses of contacts who are authorised to report faults and/or access the server space on behalf of the Client.

Availability: The percentage of total time, measured over a specific span of time, in which there are no faults.

Service: The specific service that Openminds agrees with the Client, as set out in the agreement or order form.

Dedicated Server: An entire (in the case of a “physical dedicated server”) or part of an entire server (in the case of a “virtual dedicated server”), which is reserved in its entirety for the exclusive application or applications of the Client.

Client: The person who enters into an agreement with Openminds.

Network: The routing and switching equipment and other technical tools that are under Openminds’ control.

Openminds: Openminds B.V.B.A (Private Company with Limited Liability), Belgian company registered with the RPR (Register for Legal Entities) in Ghent under company number BE-0475.284.162.

Agreement: The agreement between Openminds and the Client or the order form that constitutes the basis for the services provided by Openminds.

Preventive Maintenance: The maintenance operations carried out on Openminds’ network, aimed at guaranteeing or improving the quality or stability of Openminds’ services.

Server: The server provided by Openminds within the framework of a “Dedicated Server” agreement.

SLA: Service Level Agreement, this document.

Fault: There is a fault if the service (as set out in the agreement) is not available, as a result of an Openminds’ network failure. A fault does not include an interruption of the service as a consequence of:

- Circumstances that can be attributed to the Client, such as faulty equipment and applications of the Client, in particular software that was installed on a (dedicated) server at the request of the Client;
- The Client’s failure to install the necessary security updates;
- Preventive maintenance;
- Circumstances Openminds cannot reasonably control, such as bad weather, conditions that can be described as “Force Majeure” in the general terms and conditions of Openminds or faults caused by third parties that Openminds cannot reasonably foresee or prevent.

2. Introduction

Openminds wants to provide its Clients with the best possible service. This document contains the minimum objectives and technical specifications that Openminds guarantees to its Clients. In the event that these objectives are not met, the Client will be entitled to compensation as described in this document.

3. Scope

This SLA applies to agreements regarding colocation of the Client's server in the Openminds server space or lease of a virtual or physical dedicated server from Openminds. Where necessary, it will be specified which guarantees apply to which service.

4. Response times

The response time is the timeframe within which we guarantee to give you feedback on your problem. The response time depends on the problem. The response time for a problem is proportional to the urgency of the problem. Our proactive approach and extensive monitoring allows us to usually start resolving the issue even before it arises or you notice anything.

- a. We distinguish between the situations below: An **emergency situation** is a situation in which problems arise at the level of the infrastructure causing the server to be unavailable. The entire website or parts thereof are not available to all visitors.
- b. A **critical incident** arises the moment the services are not available or the normal functioning is disrupted but the website is still (partially) available. The majority of the visitors are obstructed or blocked.
- c. Typical examples of **urgent incidents** are: performing urgent updates or urgent modifications of the configuration on request. Visitors are not obstructed but the Client wants extra functionality or one single user is obstructed.
- d. **Standard situations** are problems that can be solved during office hours such as requesting a password, performing standard updates, ... For these problems, you can reach us during office hours between 8:30am and 6pm.

Please see below for an outline of our **maximum response times**:

Description	When?	Max. Response time
Emergency situation	24/7	30 min
Critical incident	24/7	4 hrs
	During office hours	30 min
Urgent incident	During office hours	4 hrs
Standard problem	During office hours	Next working day

5. Power guarantee data center

Openminds guarantees that the Client's server (in the case of colocation) or the server at the Client's disposal (in the case of a lease dedicated server) will receive a power supply of 230V AC, 50Hz (+/- 10%). The availability will be minimum 99.999% on a monthly basis.

6. A/C guarantee data center

The server space holding the Client's servers is cooled by a powerful A/C system to 20 – 25°C. Openminds guarantees a minimum availability of 99.95% on a monthly basis.

7. Packet Loss guarantee

Openminds guarantees that the average Packet Loss across the Openminds network will be less than 1% per month.

8. Latency

Average latency in the Belgian Openminds backbone network will not exceed 15m/s per month. A half day will be compensated per m/s that it goes over.

The average latency from the Client's server to the 3 largest Belgian Internet Access Providers will not exceed 40m/s per month. A half day will be compensated per 5 m/s that it goes over.

9. Network availability

The minimum availability of the Openminds network will be 99.95%, measured per month.

10. Server Availability

Openminds will use all reasonable means to allow for a minimum server availability of 99.75%, measured per month. This paragraph only applies to lease agreements for a dedicated server.

11. Server Hardware Guarantee

Openminds guarantees the good working order of the dedicated server, and will repair or replace hardware that does not work at no cost. In the event that the server is beyond repair, Openminds will offer the Client a similar or superior model free of charge, and assist the Client in any possible migration of all data on the old system to the new one. This paragraph only applies to lease agreements for a dedicated server. The guarantee does not apply to data. Openminds is not responsible for loss of data; nevertheless, we will try to avoid this at all costs.

12. Network Capacity

Openminds undertakes to upgrade its network in a timely fashion. It will never be the case that more than 50% of the total available capacity will be used under normal circumstances.

13. Fault reporting

Clients need to report faults as quickly as possible by emailing support@openminds.be. It is impossible to offer compensation for faults that are not reported (in a timely fashion), or that are not reported by the individuals registered on the authorisation list. Urgent faults need to be reported by emailing emergency@openminds.be or calling a dedicated fault reporting telephone line which is manned 24/7: +32 9 223 86 79.

Openminds will respond within four hours to urgent faults that are reported correctly.

14. Compensation

In the event that Openminds is unable to honour the guarantees given in this document, the Client may claim compensation.

For every extra hour that the service is unavailable outside of what is allowed within the measured period (with the exception of preventive maintenance), the Client will be credited in accordance with the pro rata costs for one day of the monthly amount. The monthly amount refers to the contract fee for one calendar month, excluding additional costs that are calculated on the basis of subsequent costing, such as charges for exceeding the maximum permitted data exchange, or one-off costs such as set-up costs or one-off performance costs.

The maximum amount of credit issued in one calendar month, will never exceed 50% of the total owed by the Client to Openminds that month for the service that is affected by the fault, if no credit has been issued. It is impossible to allocate compensation on the basis of more than one element of this SLA for a particular fault.

The claims need to be sent by registered letter to Openminds no later than 14 days after the fault occurs.

15. Permanent problems

In the event that the Client is entitled to compensation three months consecutively, each party has the right to terminate the agreement this SLA applies to with immediate effect – regardless of any contractual clause on the duration of the agreement – by registered letter to the other party. Amounts still outstanding to Openminds on the day of termination remain payable, as well as fees for extra operations by Openminds during the current month, and - pro rata - the contractually set fixed monthly fee for the current month.

16. Admendmentments

Openminds reserves the right to make changes to the SLA. The Client will be informed of any amendments at least one month before the amendment enters into effect. If these amendments involve a substantial change, the Client will have the right to terminate the agreement immediately.