

1. INTRODUCTION

- 1.1 This document sets out our approach to the measurement and calculation of Key Performance Indicators (KPIs), Operational Targets, Service Levels and Service Credits.
- 1.2 The Service Levels and Service Credits are set out in our Service Descriptions, which also contain further detail as to how the Service Level should be interpreted for each specific Service. We may summarise or collate the information specifically for you. If there is any conflict, details prepared specifically for you have priority, after which those attached to a Service Description have priority.
- 1.3 In this document “we” or “us” refers to the Supplier, and “you” refers to the Client. Unless otherwise defined, capitalised terms used in this document have the same meaning given to them in the MSA.

2. KEY PERFORMANCE INDICATORS - KPIS

- 2.1 We measure our performance using Key Performance Indicators (or “KPI”s) for various Services, and these are used to assess our performance against operational targets and service levels.
- 2.2 KPIs are generally set out in our Service Descriptions. If we have not expressed a methodology in detail, and subject to our MSA and the approach we describe in any Agreement, then we rely generally on industry standard approaches.

3. OPERATING TARGETS

- 3.1 We set out our approach to measure operating targets in our Operations Manual. These describe our performance targets, but they are not expressed as binding performance levels.

4. SERVICE LEVELS

- 4.1 Our Service Levels are usually expressed as a level of performance against a KPI. We commit to deliver the Services according to our Service Levels under the terms of the relevant Agreement.
- 4.2 The following table specifies the duration of downtime that would be permitted within a service level at the relevant percentage.

SLA	Max Downtime per Month
99.99%	4min 23sec
99.9%	43min 49.7sec
99.5%	3hr 39min 8.7sec



SLA	Max Downtime per Month
99%	7hr 18min 17.5sec
98%	14hr 36min 34.9sec

5. SERVICE CREDITS

- 5.1 We apply service credits in relation to some, but not all, of our Services and Service Levels, as described in the Agreement, and subject to the following provisions:
- (a) Where we apply a Service Credit, that is your sole and exclusive remedy in relation to the underperformance and any breach (whether under contract, tort (including negligence) or otherwise), and no greater liability shall accrue for us for any loss or damage that may arise;
 - (b) Claims for Service Credits must be sent by email to: servicecredits@6dg.co.uk. You must claim any Service Credit within (30) days of the date on which we failed to meet the relevant Service Level, after which we will not be liable to pay a Service Credit;
 - (c) We will perform the calculation of applicable Service Credits (acting reasonably but at our sole discretion);
 - (d) Service Credit calculations will only be based on standard Recurring Fees relating to the Service (not any other Fees, such as Set-Up Fees or other Non-Recurring Fees). A Service Credit cannot exceed the Fees payable for the relevant month;
 - (e) Where a failure relates to one element of the Services and the Fees cannot be specifically identified, we will make a reasonable assessment of the proportion of Fees that should be used to calculate the Service Credit;
 - (f) We will not be liable to pay Service Credits to you if any invoice is overdue at the time of the event giving rise to the Service Credit or the time when it is claimed;
 - (g) We will pay Service Credits by applying them as a reduction to the next applicable invoice for Fees (or by prompt payment under a credit note if you are not due to pay any further Fees); and
 - (h) Each of us agrees (and undertakes not to dispute) that the Service Credits represent a genuine pre-estimate of loss, and that the effect of these terms is reflected in the level of the Fees and the wider commercial terms as a whole.

6. END OF LIFE SERVICES

- 6.1 You understand that our ability to support End of Life Services is limited and agree that incidents generated from, and service requests related to, the End of Life Services (including, for the avoidance of doubts, incidents where the resolution is dependent on the correct functioning of the End of Life Services) are outside the scope of your Agreement, and no SLA, KPI or Operational Target shall apply. We shall use reasonable endeavours to resolve incidents



generated from the End of Life Services or having dependencies on the correct functioning of the End of Life Services, and to respond to service requests related to the End of Life Services.

7. CLOUD PROVIDERS AND CONTRACTED SERVICES

- 7.1 Where we supply services that originate from a third party, we will seek to communicate any operating targets, service levels and any service credits that they may apply in relation to their service. We will not be responsible for a greater level of performance than they commit to provide.
- 7.2 The Cloud Service Specific Terms (SSTs) include further detail in relation to cloud service providers and the terms upon which relevant Services are provided.

8. EXCLUSIONS AND ASSUMPTIONS

- 8.1 The following times, events and instances are excluded from any calculation:
- (a) a Force Majeure Event;
 - (b) any consequence of a Client Event;
 - (c) the time preceding Ready for Service (if relevant);
 - (d) any event caused by the events giving rise to, or following suspension of the service in accordance with any Agreement;
 - (e) reasonable levels of scheduled or emergency maintenance activity;
 - (f) any event or fault that arises as a result of you failing to comply our policies or procedures, or to follow guidance on the proper use of hardware or software;
 - (g) any event or fault that we can reasonably demonstrate is caused by a virus (or any similar malicious code) introduced, negligently or otherwise, by you or an End User onto your service;
 - (h) any event or fault more widely affecting the Internet or connectivity procured from third parties (save that this will not apply to the calculation of any service level where we provide the connectivity);
 - (i) events, faults or the absence of equipment, wiring, cabling software or other services which are not maintained by us or provided by us;
 - (j) failure to comply with capacity management or procurement recommendations reasonably issued by us for the purpose of avoiding service impairment;
 - (k) during any trial or proof of concept period;
 - (l) when a Service can be accessed by reasonable alternative means;
 - (m) loss of resilience, or of access to reporting or control panels does not count towards a loss of service;



- (n) services procured from third parties and not procured through Six Degrees; and
- (o) matters that arise as a result of limitations imposed by third parties and public cloud vendors, such as Microsoft Azure or Amazon AWS.

9. SERVICE DEPENDENCIES

9.1 We set out the dependencies in the Master Service Agreement and individual Service Description(s).

10. SERVICE LEVELS – CLOUD

Microsoft365

10.1 Please refer to Microsoft Online Services Service Level Agreement document available here:

<http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=37>

Microsoft Azure

10.2 The SLAs for individual Azure services, including service credits and monthly uptime calculation, can be accessed here:

<https://azure.microsoft.com/en-gb/support/legal/sla/>

11. SERVICE CONTINUITY MANAGEMENT

11.1 In the event of a failure, Six Degrees provides the following targets to ensure service continuity:

SLA	Service	Metric	Target
1	Enterprise & Public Sector Cloud – Virtual Private Cloud/Community Cloud	Host failure	All virtual machines online within fifteen (15) minutes
2	Enterprise Cloud – Dedicated Physical Server	Standalone host failure	Service restored within eight (8) hours
3	Enterprise Cloud – Dedicated Physical Server	Host failure as part of an active-active configuration	Service restored within one (1) hour
4	DRaaS	RPO (Recovery Point Objective) average per calendar month	≤ five (5) Minutes
5	DRaaS	RTO (Recovery Time Objective) from point of invocation	≤ four (4) Hours ¹

¹ Subject to a successful DR test completing within four (4) hours.