intuition

In-Tuition Networks Ltd Standard Service Level Agreement

Effective From Date: **September 2021**
Version: **5.2**

(i)   This Service Level Agreement ("SLA") describes the level of service In-Tuition will provide to the Customer in respect of Email Services. This SLA applies to Customers with current contracts for Email Services and no outstanding, non-disputed bills and does not extend to cover the Customer's customers or End Users.

(ii)   This SLA forms part of the Agreement for the supply of Email Services.

1. Definitions

1.1.   All definitions set out in the General Terms and Conditions shall, unless otherwise specified below, have the same meaning when used in this SLA.

Applicable Service	means any service listed in clause 2
Availability	means the percentage of a particular calendar month a Service is available for access as measured by In-Tuition not including any Planned and / or Emergency Maintenance;
MTA Servers	means In-Tuition's Mail Transfer Agents which deal with the filtering and routing of emails for all Email Services hosted by In-Tuition;
Smart Hosts	means In-Tuition's SMTP servers which deliver email for all Services;
First Line Support	means all liaison with End Users; creation/editing/deleting mailboxes; account managing the day to day requirements of a client;
Second Line Support	means issues which first line support technicians are unable to resolve such as mailbox migrations; mail routing; lost email queries; reported server failures or connectivity problems;
Third Line Support	means dealing with service failures which result in degraded or reduced Email Service;
Response Time	means the time In-Tuition will start working on an Issue.

2. Applicable Services

2.1.   This SLA applies only to the following In-Tuition Services:

2.1.1.   Email Security, Email Archiving; and

2.1.2.   Zimbra Mailbox; and

2.1.3.   In-Tuition Customer Support.

3. **Service Level Targets**

In-Tuition has no control over the speed, performance or availability of the wider Internet or other organisations' mail servers. No guarantees are made or implied for e-mail originating from, or addressed to, any mailbox or system outside of In-Tuition's own systems.

3.1. MTA Servers

3.1.1. Incoming emails addressed to legitimate addresses without attachments will ordinarily be ready to be routed to the destination server within 120 seconds of being accepted by an In-Tuition operated MTA Server. Emails containing attachments may take longer depending on the attachment size.

3.1.2. **Availability target: 100%**

3.2. Zimbra Proxy Servers

3.2.1. Zimbra Proxy Servers host the Public Service Host Name which is the end point for all interaction with Zimbra e.g. zimbra.example.domain, handling all IMAP, POP3 and HTTPS connections. The Zimbra Proxy Servers will respond to HTTPS connection requests 99.99% of a calendar month, even though underlying proxied services may not be available.

3.2.2. **Availability target: 99.99%**

3.3. Control Panel

3.3.1. In-Tuition's Control Panel will be available 99.9% of any single calendar month.

3.3.2. **Availability target: 99.9%**

3.4. Support for the Customer

3.4.1. Support is provided per the terms detailed in the relevant Supplementary Terms. Such support is available from In-Tuition's Help Desk only during the times specified.

Third Line Support Request	SLA Type	Response Time
Level 1 minor – configuration change or general support enquiry.	Reasonable endeavours	Same working day
Level 2 Serious – a non critical defect or problem for which there is a workaround or on-going operation is still possible.	Reasonable endeavours	4 working hours
Level 3 Critical – the problem results in total unavailability of the email system affecting the entire user base.	Guaranteed	30 minutes

4. SLA Measurement

4.1. To monitor availability of the Email Services, In-Tuition tests POP3 (port 995), IMAP (993), SMTP and HTTPS from multiple independent monitoring stations outside of In-Tuition's network using a third party monitoring service. In addition, In-Tuition's own monitoring systems send and receive test emails to a Zimbra Mailbox.

4.2. To monitor availability of the Zimbra Proxy servers, In-Tuition tests HTTPS from multiple independent monitoring stations outside of In-Tuition's network using a third party monitoring service.

4.3. To monitor availability of the Control Panel, In-Tuition tests HTTPS from multiple independent monitoring stations outside of In-Tuition's own network using a third party monitoring service

4.4. Performance against SLA Service Availability targets is measured on a monthly basis and is calculated using the equation below using data gathered solely from In-Tuition's monitoring systems.

$$\text{Availability} \ = \ 100 \ x \ \frac{\text{Total minutes in month – Maintenance minutes – Unavailability minutes}}{\text{Total minutes in month – Maintenance minutes}}$$

4.5. Maintenance minutes include minutes of unavailability due to Planned Maintenance, Emergency Maintenance and exclusions (listed in clause 7)

5. Credits

5.1. Failure to meet an SLA target for a given Service will result in Customer becoming eligible for the following credit. Credits will only be applied against the Service for which the credit is due if the Customer has no outstanding, non disputed bills.

Metric	Service Level	Incident	Service Credit - % of 1 month charge
MTA Availability	< 100% & ≥ 99.9%	Availability below service level	25%
	< 99.9% & ≥ 99.0%		50%
	< 99.0%		100%
Zimbra Proxy Servers	< 99.9% & ≥ 98.0%	Availability below service level	25%
	< 98.0% & ≥ 95.0%		50%
	< 95%		100%
Valid Level 3 Support Request	Engineer will begin dealing with issue within 30 minutes	Failure to commence within 30 minutes	25%
		Failure to commence within 2 hours	50%
		Failure to commence within 4 hours	100%

5.2. If the achieved Availability rate drops below 98% more than 5 times consecutively or more than 5 times in any twelve month rolling period such failure will be considered a material breach of the Agreement.

6. Exclusions

6.1. Customers will not receive any credits under this SLA if any of the following cause or are associated with unavailability or deficiency:

6.1.1. Planned or Emergency Maintenance or agreed downtime; and

6.1.2. Unavailability whilst a Mailbox backup is in progress; and

6.1.3. Unavailability of or disruption or delay in telecommunications or third party circuits or links; and

6.1.4. Any external internet service provider or a Public Internet exchange point; and

6.1.5. Malicious attacks intended to degrade In-Tuition's Email Services; and

6.1.6. Behaviour of the Customer or End User equipment, facilities or applications; and

6.1.7. Customer and / or End User acts or omissions or acts or omissions of others engaged or authorised by the Customer and or End User including without limitation any negligence, wilful misconduct or use of the Services in breach of In-Tuition's terms and conditions or Acceptable Use Policy; and

6.1.8. Force Majeure or other occurrences beyond the reasonable control of In-Tuition.

6.2. In-Tuition shall in addition, not be liable for any loss, liability, damages (whether direct, indirect or consequential) or expense of whatsoever nature that howsoever arising where In-Tuition's failure to meet the service level or otherwise perform any of the services.

7. Claims

7.1. To receive credit if any of the guarantees has not been met, the Customer must raise a ticket requesting the service credit within 15 days of the end of the month for which the credit is requested. The Customer shall only be entitled to claim credit under one section of the SLA per day.

7.2. The total amount credited to the Customer in a particular month under this SLA will not exceed the total Service fee paid by the Customer for such month for the affected Service.