

Service Level Agreement

1. Customer Support Services

Ormit Solutions T/A “Splash Access” will provide the following Customer Support Services:

1. Customer Service Help Desk – see Section 2.
2. A dedicated Account Manager to assist with non-technical and commercial queries.
3. Timely availability of any ad hoc service and/or software upgrades.

Ormit Solutions T/A “Splash Access” will use reasonable endeavours to maintain system availability for the provisioned Services, with a target availability of 99.75% on our servers.

2. Help Desk

Customer Service Help Desk: 09:00 to 18:00 (UK), Monday to Friday (excluding bank holidays) – any support or integration queries. Outside these hours and bank holidays, emergency system support only.

Ormit Solutions T/A “Splash Access” will provide Help Desk services to respond to customer service and technical questions and enquiries. The staff will be knowledgeable personnel with appropriate technical and communication skills.

They will aim to assist in resolving Product or Service issues and to impart necessary relevant technical knowledge or understanding related to any Splash Access Service.

Such personnel shall be contactable via the appropriate Telephone and e-mail.

The appropriate contact details for all Help Desk communication are as follows:

Telephone:	+44 (0)20 4532 2295
Emergency Mobile:	+44 (0)7738 195440
E-mail:	support@ormit.co.uk timo@ormit.co.uk

The following information will be required when reporting an incident to the Help Desk:

1. Splash Access site reference no.
2. Authorised person's contact name.
3. Short Description of the nature of the problem.
4. Email address (if incident not reported via email) and customer contact telephone number.

Splash Access will provide the client with a unique case reference number and a classification and estimated resolution time based on the Incident Severity Level Table detailed below. This will be communicated via our on-line reporting facility.

The following information will be needed when a status update is required on any previously reported incident: Splash Access site reference no, and the relevant case reference number.

Upon the successful resolution of the incident, Splash Access will notify the client via e-mail, and the case will be closed.

3. Faults, Priorities and Responses

For the purpose of prioritising and escalating Splash Access faults, faults will be categorised as either Critical, Serious, Degraded or Minimal.

3.1 Incident Severity Level Table

Classification	Criteria
Level 1 Critical	The Services are at a standstill. The Splash Access captive portal or all Splash Access admins systems utilised are unavailable.

Level 2 Serious	The Services are significantly impaired and key business processes, such as logon's and authorisations cannot be conducted without significant delay, but systems are available.
Level 3 Degraded	Admin services such as admin portals, uploads etc., cannot be carried out without significant delay, but all other systems are operational.
Level 4 Minimal	Integration and test system issues, minor incidents and enquiries.

The target time for Splash Access to respond to all faults is outlined below, the target time being from fault notification. Splash Access will update the Customer at the target interval indicated until a solution is found.

Classification	Step 1 – Identify Source	Step 2 – Temporary Fix	Step 3 – Fix
Level 1 Critical	60 minutes	Immediate and continuing best efforts but in no event more than 2 hours (on a 24X7 basis)	Within 1 calendar day
Level 2 Serious	2 hours	4 hours (on a 24X7 basis)	Within 2 calendar days
Level 3 Degraded	5 hours	1 calendar day (on a 24X7 basis)	Within 3 calendar days
Level 4 Minimal	1 business day	On a time available basis	As appropriate

The following shall define the actions to be taken per the problem's assigned level:

1. Step 1 represents the acknowledgment of the problem and the beginning of the information gathering process. Splash Access will notify the client on identification of the problem if a case has not already been reported and classified.
2. Step 2 represents the target time frame during which the problem is being actively addressed and a temporary patch, correction, or workaround is provided. The goal will be to provide a fix or a work-around for a problem as soon as possible. Critical problems will be worked on continually until a satisfactory problem resolution can be reached.
3. Step 3 represents the target time within which a permanent solution will be available.

4. Escalation

4.1 Incident Escalation

Incidents reported to Splash Access Help Desk will be escalated in line with the details below. Splash Access management will be made aware of issues according to the below timeframes. Elapsed time represents the number of clock hours that have passed since the issue was first classified by Splash Access. Resolution is deemed to have been achieved if a temporary fix is created.

Splash Access Support Manager – if incident is not resolved within target time.

General Manager – if Level 1 or 2 are not resolved within 1hr of target resolution time, Level 3 within 6hrs of target resolution time.

Technical Officer – If Level 1 or 2 and not resolved within 2hrs of target time, Level 3 within 12hrs of transaction time.

5. Service Credits

The Splash Access system availability is:

Main Server - 99.75%.

If the Splash Access network availability is less than that shown above per Customer in any one calendar month a service credit will be given for each full hour of downtime above the SLA target.

This is equivalent to 1.8 hours a month per site reference, based on a calendar month of 30 days.

The Service Credit shall be 5% of the total fee that calendar month (Yearly divided by 12 months). The maximum limit for service credits shall be 15% of sum paid during that calendar month.

Scheduled outage for system maintenance previously communicated to the Customer is not to be included in the above determination of system availability for the calculation of service credits.

6. General Disclaimer

As Splash Access does not control the availability of the clients, ISPs or your networks, the System will not be deemed unavailable if the source of the problem lies with the networks controlled by these entities.

Once Splash Access has been made aware of a problem relating to its system, the burden of proof as to where the problem occurs lies with Splash Access, Splash Access will take all commercially reasonable efforts to find a speedy resolution of any problems. In the event a Third Party is responsible, Splash Access will communicate such information as it has available to the client.