

## **Esri UK's Managed Cloud and Online Service – Service Level Agreement (“SLA”)**

This SLA shall apply to:

- Managed Cloud Service (“MCS”)
- Software as a Service (“SaaS”) (but excludes any Bespoke Applications as defined in the Esri UK Managed Cloud and Online Service Terms), and
- Platform as a Service (“PaaS”)

(each a “Service”, together “Services”) where they are provided as part of Esri UK's Managed Cloud Service or Online Service. Other general definitions appear at page 2 of this SLA.

### **Service Availability**

Esri UK will use reasonable efforts to ensure that the Services are available for use at all times.

Target Availability for each Service is as follows:

For MCS – 98% or greater

For Online Services (SaaS and/or PaaS) – 99.9% or greater.

Availability is assessed using the following calculation:

$$A = \frac{TM - U}{TM} \times 100$$

### **Award of Service Credits:**

In the event that Service Availability does not meet Target Availability in the relevant Reporting Period, the Customer may make a claim in writing for a Service Credit equal to 10% of the Subscription Fees for the applicable Service during the relevant Reporting Period within which the MCS, SaaS or PaaS has failed. Should more than one Target Service Availability not be met for MCS in a Reporting Period, Service Credits will only be due on the Service with the highest Subscription Fees.

### **Payment of Service Credits:**

Any Service Credits due will be applied as follows:

- If the Customer is invoiced on a monthly or other regular period, then the Service Credit will be applied to the next regular payment; or
- If the Customer is invoiced annually then, should the Customer renew the online subscription, the sum of any monthly Service Credits will be applied to the next annual payment; or
- If the Agreement expires or is terminated prior to the application of a Service Credit, the sum of any Service Credits due will be credited to a Customer nominated account.

Award of Service Credits to the Customer shall be the Customer's sole remedy for Availability falling below the Target Availability. Service Credits shall not exceed the percentage amount of the Subscription Fees for the relevant Reporting Period stated above. To benefit from Service Credits the

Customer must be subscribed for a full Reporting Period and must make a claim within 30 days of the incident.

**MCS Incident Management and Target Recovery Times:**

In the event of an MCS service failure covered by this SLA, Esri UK will:

- Notify you as soon as it is aware during Working Hours
- Assign such reasonable resources as are necessary to remedy the service failure
- Continue to inform you of the steps being taken to address the service failure
- Take such actions or steps required to remedy the service failure (including workarounds and temporary fixes)

In the event the Customer identifies a service failure, and Customer's first line support has established that the service failure resides with the MCS, Customer may contact Esri UK during Working Hours in accordance with the Esri UK standard Support Policy available at [www.esriuk.com/legal](http://www.esriuk.com/legal)

Esri UK provides no guarantees that all service failures will be remedied, but will endeavor to meet the following objectives:

Recovery Time Objective, measured during Working Hours only - 4 hours

Recovery Point Objective - 24 hours

**General Definitions**

**"Availability" or "A":**

is the availability of the Service to the Customer and monitored by third party monitoring tools and is calculated in respect to a Reporting Period as detailed in this SLA.

**"Excluded Events"** means where the Service is not available

- in relation to all Services, due to:
  - o 3<sup>rd</sup> party infrastructure provider planned or emergency maintenance. This is a planned service carried out on the underlying infrastructure provider which can involve updates to the underlying hardware and other essential activities to ensure that the service is operating correctly, and to mitigate, and avoid, any unscheduled breakdown or downtime. Esri UK will use reasonable endeavors to notify Customers of any such scheduled maintenance via the Esri UK Technical Support blog at <http://communityhub.esriuk.com/technicalsupport>;
  - o Failure of features and/or functions of the Esri UK software, defects in the Esri UK software, data issues and other problems relating to the Esri UK software that is made available as part of the Service. Such queries are subject to the Esri UK Support Policy and should be referred to Esri UK Technical Support ([support@esriuk.com](mailto:support@esriuk.com));
  - o Circumstances beyond Esri UK's reasonable control. In such circumstances Esri UK shall use reasonable endeavors to bring the force majeure event to a close or to find a solution by which availability can be restored despite the continuance of the force majeure event. In the event of a force majeure event, customers will be notified of the circumstances;

- Suspension or termination of the service arising through Customer’s breach of the Esri UK Managed Cloud and Online Service Terms;
- Where the Service is not available due to Customer’s own computers, systems, software, data and/or infrastructure;
- Denial of service attacks or other actions of a third party; or
- Where no fault can be found; or
- In relation to all Services that are not contracted on a continuous availability basis, due to the 3<sup>rd</sup> party infrastructure provider having insufficient capacity to provide the Services when Esri UK attempts to reinstate the Services at any time; or
- In relation to MCS, due to:
  - Any actions or configuration changes carried out by the Customer on the server after it has been provisioned, that renders it unavailable;
  - Unavailability caused by excess demand for server resources or exceeding the capacity of the server;
  - The stopping, shutting down or rebooting of a server instance as the result of any action carried out by the Customer; and
  - Unavailability of a Virtual Server instance, while the underlying infrastructure remains available.

“**Reporting Period**” is the applicable complete calendar month (e.g. May).

“**Subscription Fees**” means the following fees paid by the Customer to Esri UK for the relevant Online Services as stated on the Esri UK quotation or proposal:

- for MCS, the applicable fees are the quarterly, bi-annual or annual managed service fees, as detailed in the Esri UK quotation or proposal documentation;
- for SaaS, the fees are the monthly or annual fee excluding any licence fees;
- and
- for PaaS, the applicable fees are the annual fee.

Where an annual fee is paid, for the purposes of calculating Service Credits, such fee shall be pro-rata (1/12 of the annual fee). Subscription Fees will be based on their value at the start of a calendar month. Subscription Fees do not include any implementation, consultancy or other initial service set up fees. In the absence of an Esri UK quotation or proposal, or, if the relevant Subscription Fees are not identifiable in the Esri UK quotation or proposal, Esri UK shall (on Customer request) notify the Customer as to what proportion of the total fees that the customer is paying for the Services constitute the Subscription Fees.

“**Target Availability**” is the target level of Availability, currently 98% (MCS) and 99.9% (SaaS and PaaS) or greater.

“**Total Minutes**” or “**TM**”: is the total number of whole minutes in the relevant Reporting Period not including Excluded Events.

**ESRI (UK) LTD SERVICE LEVEL AGREEMENT**

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**“Unavailability” or “U”**: the number of whole minutes that the Customer is unable to access the Service, not including Excluded Events. Only incidents that last for a consecutive period of five (5) minutes or more where the Customer is unable to access the relevant Service shall be included in the calculation of Unavailability.

**“Working Hours”** 09.00 – 17.30 GMT/BST, Monday to Friday, excluding English Public Holidays.