

I-Finity's Cloud Hosting Service Level Agreement

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between I-Finity Associates Ltd and the Customer for the provisioning of Cloud Web Hosting. This SLA only applies to I-Finity’s Standard Hosting package and does not apply to enterprise level Hosting packages.

Definitions

“I-Finity”, “I-Finity Associates”, “we”, “us”, “our” means I-Finity Associates Ltd, Blake House, 66 Bootham, York, YO30 7BZ, United Kingdom.

“Service” means any hosting or connectivity service offered by I-Finity, including but not limited to Cloud Hosting Services or Support and Maintenance Agreements.

Customer”, “you”, “your” means you, the person or persons in whose name(s) a service is maintained by.

“Working hours” means 9.00am to 5.30pm, Monday to Friday, excluding UK Public Holidays.

“Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which I-Finity Hosting, as applicable, was “Unavailable”.

Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any I-Finity SLA Exclusion (defined below).

“Unavailable” or “Unavailability” is when Hosting has no external connectivity or do not load within a responsible amount of time (more than 30 seconds within multiple 5-minute windows).

I-Finity Associates Ltd.

Blake House
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Company No. 04353269
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Service Commitment

We are fully committed to providing quality service to all our customers. To support this commitment, I-Finity provides the following commitments:

- I-Finity will use commercially reasonable efforts to make Hosting available with a Monthly Uptime Percentage of at least 99.95%, during the duration of the agreement.
- Proactive Monitoring by connecting to every Hosting environment every 30 minutes to ensure connectivity.
- Implementation of an SSL certificate for the duration of the contract – this covers both the website and the CMS. All our websites are SSL certified by default, as this provides user peace-of-mind along with achieving searching ranking benefits.
- Provide our online support ticking system (<https://ifinityco.freshdesk.com/support/home>) and email option (support@i-finity.co.uk) to raise critical issues such as the availability of the Service. Critical issues will have an initial response time within 2 hours. Out of hours support requirements require a separate Support and Maintenance contract to be place. Any work required to be actioned out of hours, needs to be approved by customer and I-Finity support team.

Customers Responsibility

It the responsibility of the customer to:

- inform I-Finity support team of any anticipated spikes.
- contact I-Finity support team immediately with any technical issues.
- provide reasonable availability of customer representative(s) when resolving a service-related incident or request.
- Pay for all agreed support costs at the agreed times.

Monitoring

I-Finity takes a proactive approach in monitoring services to ensure both their uptime and performance needs. We currently connect to every Hosting environment every 30 minutes to ensure connectivity is always there for publishing content.

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Technical Support for Hosting

I-Finity will provide you with technical support for hosting related issues at no additional charge. We will not provide development-related support for web applications, scripts or components from third parties, or those developed by You, unless otherwise agreed between I-Finity and the customer.

Business Hours:

- **Online and Email Support** is available Monday to Friday from 9:00am to 5:30pm GMT [Excluding Public Holidays].
- Our target response time to critical technical support requests is within two hours. The resolution time depends on the complexity of the issue that requires fixing.

Out of Business Hours:

- **Email Support** Emails can be submitted but will be actioned next business day. Unless otherwise agreed between I-Finity and the customer.

Data Backup and Recovery

I-Finity takes Business continuity seriously and has built in many measures to ensure our Customer applications run with as little disruption. This also means having proper backups and processes in place to ensure a quick recovery. The goal of business continuity is for your application to continue to function during these events with minimal impact on the business function. All I-Finity environments are backed up and can be rebuilt at any time. Our logic and methodology enables us to scale up additional servers when needed.

Your website will be hosted on Microsoft's Azure infrastructure in their Cardiff data centre. Azure services are fully protected by firewalls, and data is only accessible by the application that will reside internally to their network. Microsoft Azure embeds security, privacy and compliance into its development methodology which means we're both covered and fully compliant with GDPR, PCI and ISO requirements.

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SQL Azure allows us to configure backup and backup retention at various levels. We typically configure website databases to back-up on a 30-day rolling point-in-time basis, which allows us to restore a database to any point in time over the previous seven days. Unless otherwise contractually agreed with I-Finity and the customer to meet specific data and retention policies.

The intrinsic nature of cloud technology, whereby hardware failure is handled through distribution and fail-over strategies, means that restoration of long term or point-in-time backups is rarely required. The website files themselves are stored in Visual Studio online, our primary source code repository. This allows us to spin up a completely new instance of a website in the case of a disaster recovery process.

Maintenance

I-Finity will do its best to announce any scheduled maintenance at least 24 hours ahead of time to the customer.

I-Finity reserves the right to perform emergency maintenance without any prior notification, should it be deemed necessary to protect and maintain the security and integrity of the Service.

SLA Limitations and Exemptions

The Service Agreement does not apply to any unavailability, suspension or termination of I-Finity Hosting performance issues:

- caused by factors outside of our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers), including any force majeure event or Internet access or related problems beyond the demarcation point of I-Finity Hosting;
- that result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
- that result from any actions or inactions of you or any third party, including code deployments or publishing of content out of our control;

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- that result from your equipment, software or other technology and/or third-party equipment, software or other technology (other than third-party equipment within our direct control);
- that result from any maintenance as provided for pursuant to the I-Finity Agreement; or arising from our suspension and termination of your right to I-Finity Hosting in accordance with the Agility Agreement.
- that result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;
- caused by your use of a Service after we advised you to modify your use of the Service, if you did not modify your use as advised;
- that result from your unauthorised action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;
- that result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
- scheduled maintenance, emergency maintenance, Customer requested maintenance or Customer requested changes.
- the Customer has prevented the supplier from **performing required maintenance and update** tasks.
- this SLA also does not apply if the Customer is in breach of its contract with I-Finity for any reason (e.g. late payment of fees).

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