



**INNOVA I.T  
SOLUTIONS**

**Service Level Agreement Policy**

## Brief

Like every company, Innova Communications relies on third-parties to provide certain functions, features and services, for items such as power, backup, networking, etc. Any environmental, networking, power issues, the external infrastructure used by Innova Communications are not included within our Service Level Agreement as standard (unless specified otherwise).

We have a 99.9% overall monthly SLA policy\*. The EU Agrees to all our terms and conditions of service, which can be found in the Legal Policy Centre on <https://innovacomunications.co.uk/legal> and irrevocably agree that the only permissible measurements and calculations in relation to uptime and service levels, are those officially recorded by the Company.

## DEFINITIONS

- (a) "Customer" is defined as the person and/or the business who Innova Communications ("Company") provides a service to.
- (b) "Service Level" is the agreed minimum level of service that Innova Communications will provide to the customer per calendar month
- (c) "Hardware issues or failures" is defined as any malfunction, crash, abnormality or non-functionality of any equipment, component or non-data connections to or between any such equipment.
- (d) "Software issues or failures" is defined as any malfunction, crash, abnormality, or non-functionality of any software, application, operating system, data or similar
- (e) "Networking issues, failures or misconfigurations" is defined as any malfunction, abnormality, non-functionality or non-operational status of any networking/connectivity equipment. (This does not include ethernet cables or optical/fibre links connecting servers to switches etc).
- (f) "Downtime" is defined when one device cannot communicate with another, whether local or on the internet, for a consecutive period of fifteen (15) minutes or more.
- (g) "Network Downtime" is when a server is when it cannot send and receive data to and from Innova Communications or at least any two (2) major transit networks as defined by Innova Communications.
- (h) "SLA" is this Service Level Agreement which by standard is 99.9% a month.
- (i) "EU" is the End User of our services, network, and other products provided by Innova Communications.

## 1.0 – POLICY APPLICABILITY & COVERAGE:

### SLA DOES APPLIES TO:

- (a) Internal hardware issues or failures caused by the company negligence or action.
- (b) Internal software issues or failures caused by the company negligence or action.
- (c) Internal networking issues, failures or misconfigurations by the company but not via a 3rd party.
- (d) Any other events that are declared our responsibility in an internal investigation or if we state otherwise.

### SLA DOES NOT APPLY TO:

- (e) Third party and/or external systems + infrastructure failures.
- (f) Issues or Failures from upstream or peered network providers (i.e., IP Transit or Internet Exchanges)
- (g) Customer negligence, action or inaction to problems flagged.

- (h) Any third-party company or organisation providing a service to the company i.e. software licenses
- (i) Force majeure events or Acts of God. (in the event downtime is suffered due to extreme events or occurrences at our data centres and or any other means defined by legislation will not be covered.
- (j) Accessibility of Innova Communications's web properties, DNS services, mail services and solutions, APIs, or control panels to which customers interact with.
- (k) Power failures (such as failures at local Power Grid)
- (l) Any other infrastructure and/or network incident, attack or occurrence, or a service or system which is out of our control (for e.g a DDoS attack targeting a service direct or the network in general).
- (m) General equipment or component issues/failures (such as failures of disk drives, power supplies, NICs etc)
- (n) Customer Applications, Software or similar hosted applications.
- (o) If it is determined by us that the SLA claim is not eligible or fraudulent
- (p) Anything we reasonably believe to apply to this category

## 2 – Minimum Availability Percentages

<b>MEASUREMENT TYPE</b>	<b>TARGET</b>
Network Connectivity	99.9%
Power Availability	100%
Overall Service Availability	99.9%