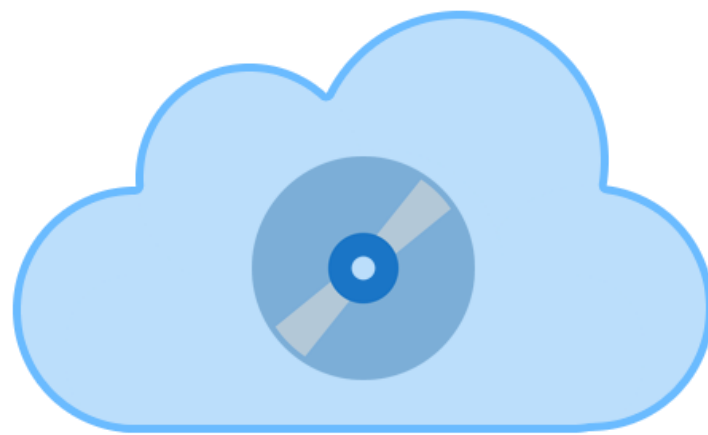


MonitorPro



Hosting Service Level Agreement (SLA) V2.2



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Document Control Information

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Service Level Agreement (SLA) & Terms and Conditions for EHS Data Hosting MonitorPro Systems

Scope of Document

This document outlines the service levels which EHS Data will take every reasonable effort to adhere to when hosting a client's Monitor-Pro system.

There are two main types of hosting service offered, which are:

Platform as a Service (PaaS)

Platform as a Service, commonly known as PaaS is a service EHS Data can provide, which negates the need for clients to host the Monitor-Pro system themselves. EHS Data offers clients a cloud computing platform, which hosts a client's perpetually purchased MonitorPro licences. We take care of operating system, SQL Server and Remote Desktop Services licencing along with updates and maintenance of your system. This option is ideal for clients where they don't have sufficient internal IT Support to manage the system themselves. It can also prove cost effective where clients already outsource their IT support or hardware to a 3rd party. The result is we can take all the hassle out of the setup and support, knowing we're on hand should anything be needed.

Software as a Service (SaaS)

EHS Data offers Software as a Service, commonly known as SaaS. This negates the need for organisations to host the Monitor-Pro system themselves, additionally SaaS negates the need for clients to purchase perpetual licences. EHS Data offers clients a cloud computing platform, which hosts a client's MonitorPro system, the same as PaaS. Additionally, through a monthly subscription the cost of leasing the required licences as well as the hosting and support elements are covered. This option is the most flexible for clients. It reduces the upfront capital costs associated with purchasing perpetual licences and enables clients to expand the system at any time, simply increasing the monthly subscription amount. Contract terms are required and typically range from 1-3 years in duration, but can be extended indefinitely.

Fees

Hosting by EHS Data can only be provided where the client has a valid and current support agreement. The level of current support must be either Essential or Premium. Each licence hosted must be in a valid support agreement with EHS Data Ltd or one of its subsidiaries. Failure to renew a support agreement in a timely manner will result in hosting services being suspended or removed. If support agreements are decreased to exclude a number of licences then access to these will be removed from the hosting environment, which the client has access to.

Support fees for the first year of operation will be provided within the specific proposal document. Subsequent years' support are payable annually in advance, and will be based on the Support Fee, plus an annual inflation increment where applied.

Please refer to the *general* Monitor-Pro_Support_and_Service_Level_Agreement for more details.

Provisions of Hosting

The support which will be provided under this arrangement is as follows:

Hosted Environment

EHS Data physical servers are currently hosted at the UK Fast data centre in Manchester, England; CWCS Managed Hosting data centre in Nottingham, England; CWCS Managed Hosting data centre in Toronto, Canada; PhoenixNAP facility in Arizona, USA and the ServersAustralia Data Centre in Sydney, Australia. Clients can request to be hosted on a particular platform otherwise EHS Data will allocate the most appropriate.

EHS Data has service level agreements to cover Network, Hardware and Support. These agreement can be obtained from here: <http://www.ukfast.co.uk/service-level-agreement.html>, <https://securedservers.com/servers/service-level-agreement> and https://www.serversaustralia.com.au/pdf/Network_SLA.pdf, <https://www.cwcs.co.uk/dedicated-server>, <https://www.cacloud.com/Support/sla/>

Each provider provides slightly different levels of service but they can be summarised to include

- 99.99% and 100% connectivity guarantee
- Hardware, 1-4h replacement
- 1h response to server problems (engineer working on server)
- 24h emergency support
- EHS Data subscribes to the UK Fast SLA+ Guarantee

Summary of SLA's:

Company	Power Redundancy	Network SLA	Hardware Replacement Time
UKFast	N+1	100% Connectivity Guarantee	2 Hours
PhoenixNAP	2N	100% Connectivity Guarantee	4 Hours
CWCS Canada	N+1	100% Connectivity Guarantee	4 Hours
Servers Australia	N+1	99.9% Connectivity Guarantee	30 Minutes
CWCS	2N+1	100% Connectivity Guarantee	60 Minutes

Change of hosting provider(s)

EHS Data reserves the right to change the above arrangements, including the addition of further physical locations. The intention of this would always be to continue to provide the best service to our clients. In the event of this happening, careful consideration of appropriate alternatives will be given, and only equivalent or better alternatives will be adopted. Notice will be provided to all of our hosted clients detailing the proposed change and a consultation period will be provided to give clients an opportunity to raise and discuss any concerns. Should any alternative arrangement be unsatisfactory to our clients, a full refund of any remaining balance will be offered.

Hardware Architecture

EHS Hosting servers utilise server virtualisation using Hyper-V. Both shared and dedicated hosting is offered.

The size and specification of the hardware will be determined by the demands of each client. Each client's proposal will detail the agreed levels and specification of hardware along with the costs.

In all cases hosted systems are entirely separate monitoring databases per hosted organisation.

Shared hosting

Multiple databases hosted on a single SQL Server, with shared application and Web Servers. Drives are Raid 10 (mirrored redundancy). Performance is monitored and adjusted according to demand, however it is possible this could be affected by occasional heavy load by another client hosted on the same system.

Dedicated servers

A dedicated server system will typically consist of multiple dedicated virtual servers to add flexibility and better utilise resource. A SQL Server, with a separate application server for server components and a Web Server are typical.

Dedicated hosting gives flexibility to have optional additional test and production environments.

Server Software

Hosting Servers utilise Microsoft software

Hosting includes Windows Server and SQL Server (Web Edition).

For dedicated servers alternative versions of SQL Server can be provided [http://msdn.microsoft.com/en-us/library/cc645993\(v=sql.105\).aspx#Scalability](http://msdn.microsoft.com/en-us/library/cc645993(v=sql.105).aspx#Scalability) for additional cost.

Non MonitorPro Software

Demo versions of Golden Software's Grapher and Surfer will be installed on the Application Servers. Full versions can be installed at the clients cost on receipt of valid activation codes from Golden Software.

A volume licence of MS Office is not included but can be provided by the client, alternatively EHS Data can provide this at cost from Microsoft as an alternative.

ISO and other Standards

The EHS Data hosted environments are certified to and maintain a number of standards which range depending on each regional provider but they include:

- ISO9001 – Quality Management
- ISO27001 – Information Security
- ISO14001 – Environmental Management
- PAS2060 – Carbon Neutrality
- SSAE 16 SOC 1 – Service Audits
- PCI-DSS Level 1 – Payment credit card industry status

Clients can request from support@ehsdata.com details on which region you are hosted in and what certifications that facility complies with.

MonitorPro Desktop Software development and testing is certified and maintained to the MCERTS Standard. More information can be found here: <http://www.ehsdata.com/our-products/monitor-pro-enterprise/monitor-pro-5/mcerts-quality-standard-certified.aspx>

Access

Browser Based Access

All accessed is via an Internet Browser. Browsers IE11, Google Chrome, Safari, Firefox and Edge are supported. A url will be provided to access MP-Desktop via the EHS Data Hosting Portal and another for MP-Web/MP-Field.

Database access for other external applications (e.g. ArcMap)

Other applications, which need to connect to the database via ODBC can be provided with a username and password by EHS Data. These accounts will have limited access to the required tables and views.

Firewall Ports and IP Addresses

Firewall ports and IP addresses will need to be open on the client end to ensure connection to hosted systems are possible. These ports vary depending on the services purchased. The fixed IP addresses and Ports will be notified but it is the clients responsibility to ensure these exceptions are made.

Administration and Updates

A current Essential or Premium support agreement is a requirement of all hosting. This includes support, and administration and updates to the applications.

MonitorPro Updates

EHS Data will update clients to the latest release of the respective Monitor-Pro application owned or leased by the client within a maximum of 3 months from the release date unless otherwise requested not to. If a problem is encountered with the application, where the issue is resolved in a subsequent update, EHS Data reserve the right to insist on updating to that version and not patching individual versions.

OS and Hardware Updates

From time to time EHS Data may need to upgrade the hardware and operating system of the server to maintain or improve performance and reliability. In these situations, there may be an element of downtime but EHS Data will endeavour to complete these updates with minimal disruption, completing them out of office hours for the region where the server is located.

Setup, Cancellation and Re-Joining Hosting

Setup

If an existing Monitor-Pro database is being migrated from another server, a backup of the database(s) must be provided to EHS Data as a zipped **.bak** or the **.mdf** and **.ldf** database files. There is a fee based on our standard day rate for setup and configuration, which will be detailed in your individual proposal.

Cancellation

The Agreement can be cancelled at any time in writing by e-mail or letter. In case of cancellation, the setup fee is non-refundable. If cancellation is within the first 30 days of a 12 month agreement, the remaining 11 months will be refunded. Thereafter, EHS Data will not pro-rata or issue refunds for any unused time on this agreement. There is no grace period for cancellations.

On cancellation the client will be provided with a backup of their database(s), either via download or on a physical device.

EHS Data reserves the right to terminate this agreement at any time. In this event, 5 days' notice will be given, and access to a copy of the database will be provided, and a full refund of the remaining agreement will be given.

Re-joining

As for setup, a fee applies.

Business failure

In the extremely unlikely event of EHS Data going out of business, EHS Data will make every reasonable effort to make a full copy of clients' database(s) available.

Uptime, Downtime and Updates

Our Server provider(s) offer 99.9 to 100% connection guarantees.

Where downtime is related to a Server provider(s) EHS Data will liaise with the relevant party as soon as we are aware of the problem (immediately if during office hours). Each Server provider(s) then has various documented processes in place for restoring service.

Any planned downtime notified by the Data Centre Provider will be communicated to the client in good time.

Where downtime is related to the installed MonitorPro applications EHS Data will respond to all issues raised with 2hrs of being reported, during office hours.

All Virtual Servers are monitored using Nagios with alerts generated for server performance and downtime. This is in addition to checks and alert systems implemented by EHS Data.

Uptime for MonitorPro Servers for 2013> has been reported by Nagios at 99.9%.

Backup, Security and Disaster Recovery

Backup

EHS Data follows a documented and audited backup procedure to protect data hosted on behalf of its clients. Backups are periodically validated.

Virtual Servers

Virtual Servers are backed up routinely and stored on a separate physical backup server.

Databases

A daily full backup of client databases are taken. We hold five full days' backups on separate drives. These database backups are then backed up routinely to the main server node. Off server instances of the databases are held by virtue of the above virtual machine backups.

Disaster Recovery

EHS follow a documented and audited disaster recovery plan to minimise downtime associated with hardware or operating system problems. Hardware is guaranteed to be restored rapidly under our host agreement. EHS Data will then work as fast as possible to restore client systems from backup servers and databases as appropriate.

Security

EHS Data and its Server provider(s) take every effort to secure clients data while being hosted. Data is never copied or moved outside of the documented backup processes without instruction or authorisation from the client. Routine back procedures will include copying of data between servers to ensure a robust backup procedure.

Strong passwords are always used and kept securely. Standard ports are not utilised and generic users are deleted. Remote access directly to the servers is strictly limited to one single IP address and all non essential ports are closed.

Client access to the hosted environments will be offered via user specific usernames and strong passwords. Passwords will be required to be of no less of a standard than prescribed in EHS Data's own Security Policy. A copy of this can be provided upon request.

Anti-Virus

All EHS Data Servers have anti-virus installed which is updated regularly.

Windows updates

Each of the regionally location servers have a weekly restart and update cycle, set out of hours (typically Sunday evening/night).

Data

Data hosted by EHS Data remains the property of the client. They may access that data as required and may remove their data from Monitor Pro at any time. During or at the end of a hosting agreement EHS Data can provide a backup file of their database(s) or exports of data (dependant on size and the desired reuse). Arrangements for clients to periodically obtain their data can be made but may be chargeable.

Responsibilities and Rights

You are responsible for all activity occurring under your Account and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of EHS Data, including those related to data privacy, international communications and the transmission of technical or personal data. You must:

- Report to EHS Data immediately of any unauthorised use of any account or any other known or suspected breach of security by you or any member of your team
- Report to EHS Data immediately and use reasonable efforts to stop immediately any copying or distribution of the EHS Data Platform that is known or suspected by you or any member of your Team
- Not impersonate another user or provide false identity information to gain access to or use the EHS Data Platform
- You are responsible for your use of the software in accordance with user manuals. EHS Data is not responsible for user error.

AS PARTY TO THIS AGREEMENT, you agree NOT to use the EHS Data Platform to engage in:

- Sending email spam or otherwise duplicative or unsolicited messages in violation of applicable CAN-SPAM laws;
- Sending or storing infringing, obscene, threatening, libellous, or otherwise unlawful or tortuous material, including material harmful to children or violate Third Party privacy rights;
- Sending or storing material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programmes;
- Interfering with or disrupt the integrity or performance of the EHS Data Platform or the data contained therein;
- Attempting to gain unauthorised access to the EHS Data Platform or its related systems or networks.

Ownership

Licences for Server Operating system and SQL Server are granted for the period of hosting only. No ownership is granted.

Limitations of Liability

EHS Data is not liable for any indirect or incidental damages. Liability is limited to the value of any single agreement. EHS Data is not liable for the consequences of any unauthorised access or any other breach of security, or for any other circumstances reasonably beyond the control of EHS Data.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of England

Severability

In the event that any provision of this Agreement is found invalid or unenforceable, it will be enforced to the extent permissible and the remainder of this Agreement will remain in full force and effect.