Service Level Agreement

Between Lexical Computing Ltd and you, the customer

The Sketch Engine, as installed at ?http://www.sketchengine.co.uk is a web service belonging to Lexical Computing Ltd and used under licence by the customer. The Sketch Engine will normally be available continuously. It is hosted on a cluster of servers operated by Lexical Computing and on additional backup servers hosted by third-party organizations that might be used in case of planned maintenance or emergency outages.

Electronic access to the Sketch Engine servers is by username and password using standard secure protocols. The integrity of the server in relation to hacker attacks and similar is closely monitored with security mechanisms monitored and regularly updated.

New versions of the software are tested extensively before they are brought in to service. We try hard to make Sketch Engine working with majority of web browsers (mainly focusing on Google Chrome and Mozilla Firefox) but generally require users to use the most recent versions of these browsers and may require to use particular browser type and version in case of difficulties.

Lexical Computing Ltd., provider of the service, stipulates that all incidents are to be reported using the bug reporting system accessible from all Sketch Engine pages and accessible directly at ?http://trac.sketchengine.co.uk/newticket. Reports made by other means will not count as bug reports for the purposes of this agreement. All bug reports and incidents are counted as such from the time they are first reported by the customer in the bug reporting system. In the event that the bug reporting software at ?http://trac.sketchengine.co.uk/newticket is not responding then bug reports sent by e-mail to ?support@sketchengine.co.uk will count as valid.

Lexical Computing Ltd operates a backup server in addition to its main servers. Backups are conducted daily. In the event of a major failure, main servers are rebuilt from the backup server.

Lexical Computing Ltd, guarantees that:

1. Any individual outage in excess of four hours within the working week will constitute a violation. The working week is defined as 9am-5pm (UK time zone), Monday-Friday, excluding UK Bank Holidays and the period between Christmas and New Year.
2. Any individual outage in excess of twelve hours outside the working week will constitute a violation.
3. Any sum of outages exceeding sixteen hours in a calendar month will constitute a violation.
4. The Sketch Engine team will respond to incidents that prevent or severely limit multiple users (typically more than 10) from using the service within four hours within the working week or 24 hours outside it, and resolve the problem within a further 24 hours within the working week or further 48 hours outside it, and update the status every day. Missing any of these metrics on an incident will constitute a violation.
5. The Sketch Engine team will respond to service incidents that prevent or severely limit individual users from using the service within eight hours within the working week or 48 hours outside it, resolving the problem within a further 24 hours within the working week or further 48 hours outside it. Missing any of these metrics on an incident will constitute a violation.
6. The Sketch Engine team will respond to non-critical inquiries within three working days. Missing this metric will not constitute a violation. A non-critical inquiry is defined as a request for information that has no impact on the service quality if not answered or acted upon promptly.
7. Incidents will not be classified as violations if they are caused by:
force majeure
♦ the customer, customer’s employees or customer’s auxiliary persons
♦ unavoidable service impairments due to changes in the service which have been ordered by the customer, or have become mandatory because of legal or regulatory demands

8. In addition to the main service, LCL will usually operate a beta service at ?http://beta.sketchengine.co.uk. The beta service is not covered by this agreement.

9. The Sketch Engine team will announce scheduled maintenance which may have an effect on the customer’s services at least three working days in advance. This announcement will be made on the login screen. Scheduled maintenance works are normally carried out between midnight and 6 a.m. In exceptional cases, system maintenance can be carried out at all other times as well, but having regard to the least possible influence on running operations.

10. Lexical Computing Limited (LCL) is only liable for non-compliance with the service level specified if it is solely responsible for the non-compliance. In particular incidents will not count as violations if the incident results from:
♦ external DNS server problems, electronic attacks on LCL’s servers, network or mail infrastructure, and failures of parts of the internet not under the control of LCL
♦ customers, especially breakdowns due to incoming or outgoing hacker attacks (DoS) resulting from faulty or insufficient maintenance of the customer’s network
♦ If LCL can prove for any asserted claim by a customer that it is not a valid warranty claim, the error diagnostics and trouble shooting will be at the expense of the customer.

11. Number of violations per year and associated penalties
♦ 1-3 violations: no penalty
♦ 4-8 violations: 10% reduction in licence fee for the year
♦ >8: 20% reduction in fees plus LCL to provide customer with a plan to improve the service, to be ratified by the customer.

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