

Service Level Agreement

General

This document is a Service Level Agreement (SLA) setting out the levels of services to be provided to you by Luminet. This document must be read in conjunction with our standard Terms and Conditions of Service and its defined terms.

In this SLA words, abbreviations and expressions have the following meanings as set out below:

Business Day:	Every day excluding Saturday and Sunday and national holidays in England
Business Hours:	The working day between the hours of 08.00 and 18.00
Consents:	Planning consents, where you consider that planning consent is necessary
CPE:	Customer Premises Equipment Customer Premise Equipment: Communications equipment that resides on your premises (i.e., it is owned or leased by you from Luminet).
Downtime:	The period of time of total loss of service or material degradation such that there is no ability to transmit or receive data, where the time is accumulated during the SLA time.
Fault:	A material defect, fault or impairment in a service, which causes an interruption in the provision of the service
Helpdesk:	Luminet's Customer Support Helpdesk on the number published on the Luminet Website
Luminet Website:	the website located at URL http://www.Luminet.co.uk or such other website or URL as Luminet may notify you of from time to time.
Quarter:	Quarter 1: January-March Inclusive, Quarter 2: April-June Inclusive, Quarter 3: July-September Inclusive & Quarter 4: October-December Inclusive
Non-Service Affecting:	Means not materially affecting the performance or quality of the service
Service Affecting:	Means causing loss of the ability to transmit or receive data at any level or layer in the network
Site:	The premises that you require the service to be delivered to
Third Party System:	Means a telecommunication or other system that is neither owned nor operated on behalf of Luminet Ltd
Wayleaves:	permissions from other parties if Luminet has to cross their land or place Equipment on their premises.

This SLA applies to the service to the extent that it is provided by means of systems and equipment that are either owned or operated by or on behalf of Luminet Ltd, and there is a measurable handover point for service to the customer such as a router or switch. All references in this SLA to network and service equipment shall be construed as references to such systems and equipment. It does not apply to any professional services.

Luminet reserves the right to amend this SLA from time to time. The latest version will be published on the Luminet website.

Provisioning of Services:**Wireless Service:**

Wireless Service provision requires a survey and installation of CPE, usually on the roof of your Site. This may involve some preliminary work on your part to obtain Wayleaves and Consents and to ensure the safety of the Luminet installation team. You will be informed of this at the time of the Survey.

Where possible the installation will be carried out at the same time as the survey. Otherwise, Luminet will agree a date for installation with you at the time of the Survey.

Luminet will make every effort to provide service by the agreed installation date.

Fibre Service:

Fibre Service provision requires a survey of the customer's premises by a third party supplier for a fibre connection between the customer's premises and the Luminet network to confirm any additional cost to deliver the Fibre connection to the requested end termination points. This may involve some preliminary work on your part to obtain Wayleaves, Consents and to ensure the safety of the Installation Team.

Luminet will make every effort subject to survey to provide the service within 35 business days of the acceptance of the order by Luminet of the order.

Site Survey:**Wireless Service:**

Luminet will endeavour to complete the survey within two days of you signing the contract, subject to the availability of your representative to provide the necessary access.

Luminet staff will make every effort to attend your premises at the time agreed. You will be told of any unavoidable delay immediately by the Installation Manager and, if necessary, alternative arrangements made.

Luminet will provide you with supporting documentation to assist you in obtaining the Wayleaves or Consents.

Fibre Service:

Luminet will provide a Business Service Agreement (BSA) for the requested Fibre Service. On receipt of the BSA signed by the customer, Luminet will schedule in the survey. On completion of the Survey within 5 working days Luminet will confirm any additional work and associated costs to deliver the Fibre to the customer's requested location before acceptance of the order by Luminet.

You will be advised of any unavoidable delay immediately by the Provisioning Manager and, if necessary, alternative arrangements made.

Luminet will provide you with supporting documentation to assist you in obtaining the Wayleaves or Consents.

Installation:**Wireless Service:**

Luminet will endeavour to complete the installation within four days of the survey, subject to the availability of your representative to provide the necessary access.

Luminet staff will make every effort to attend your Site at the time agreed. You will be advised of any unavoidable delay immediately by the Installation Manager and, if necessary, alternative arrangements made.

Luminet will endeavour to inform you of any installation delay at least 24 hours before the installation is due and agree a new installation date.

If an installation fails for any reason beyond Luminet's control (such as failure to find a suitable location to mount the CPE), Luminet will suggest alternative service offerings or, if these are unacceptable to you, cancel the contract.

Fibre Service:

Luminet will endeavour to complete the installation within 40-60 business days of acceptance of the order, subject to survey and availability of your representative to provide the necessary access.

Luminet third party engineers will make every effort to attend your Site at the time agreed. You will be advised of any unavoidable delay immediately by the Installation Manager and, if necessary, alternative arrangements made.

Luminet will endeavour to inform you of any installation delay at least 24 hours before the installation is due and agree a new installation date.

Data Centre services: Luminet will endeavour to complete the configuration and installation of the schedule of work within 5 days of contractual agreement.

Service Monitoring and Reporting:

Luminet and/or its representatives monitor the service delivery platform 24 hours a day, 365 days per year. All Customers are proactively monitored within Business hours.

Service Fault Reporting and Resolution:

When you call the Network Operations Centre telephone line to report a fault, the Network Operations Centre Engineer will create a trouble ticket. The trouble ticket will be closed when the fault is resolved or proven to be outside Luminet's network.

Where Luminet proactively discovers a fault and cannot rectify it remotely the Engineer will raise a trouble ticket. You will be informed of the situation by the Network Operations Centre.

The Network Operations Centre Engineer will update you on the progress of service-affecting faults every four hours and non-service-affecting faults daily.

Escalation of an unresolved fault:

Where a service-affecting fault remains unresolved within the target time it will be escalated to the Network Operations Centre Manager. The Network Operations Centre Manager will notify you of the escalation and efforts being made to resolve the issue.

Should a service-affecting fault remain unresolved for 24 hours then the Director of Operations will be informed. The Network Operations Centre Manager will notify you of the escalation and efforts being made to resolve the issue.

Where a non-service-affecting fault remains unresolved for three business days it will be escalated to the Network Operations Centre Manager. The Network Operations Centre Manager will notify you of the escalation and efforts being made to resolve the issue.

Response Times:

You can call or email Luminet Network Operations Centre (0207 400 6300) during the business day and expect a prompt answer. Our company policy is that all calls to our Network Operations Centre should be answered within 5 rings. You will be able to speak to a member of our Network Operations Centre Team who will be familiar with your account and services.

If necessary you will be called back by a Network Engineer.

Out of hours (Outside of the Business Day) calls from Customers are covered by a trained third party. The third party will create a Trouble Ticket for your problem to be addressed by the Network Operations Centre team during the business day.

The Network Operations Centre team provide 24 hours monitoring and cover for any fault affecting the Core network and Connections to the public internet and Data Centre cabinets and the Base stations. The Network Operations Centre team will attend to the diagnostics, preparation and resolution, except resolutions where daylight is required for safety reasons (e.g. on roof tops).

Reported fault response times:

For service-affecting incidents:

- Target Time to Service Restoration: 4 hours from receipt of call
- Target Time to fix: 5 hours from receipt of call

For non-service-affecting incidents:

- Time to site: within 24 hours

Network and Service Equipment Maintenance

- Luminet may suspend the Service to carry out periodic maintenance or upgrade work on the Network.
- Exceptionally, Luminet may suspend the Service immediately to carry out emergency work. Except in the case of an emergency Luminet will provide you with 5 business days, notice of any suspension of the service via email to your nominated contact.

We will advise of the duration of the work and whether it will be a total or partial service loss together with the objectives.

Such Maintenance or Upgrades will only take place between the hours of 19:00 and 07:00hrs.

You will be immediately notified by telephone if it proves to be impossible to restore the service within the time notified for the work.

De-installations:

Were it is agreed between the parties that the service is to be terminated under the terms of the Luminet Standard Terms and Conditions, then Luminet and / or third party suppliers will remove the equipment that was supplied for the service and make good the site:

- Wireless Service: The Luminet Antenna Unit, Fixings, Router, Cabling and Power supply
- Fibre Service: The Luminet Router, Fixings, Cabling and Power Supply.
- Data Centre services: Power will be stopped, and retrieval of customer owned equipment by the customer.

Service Level Credits

Luminet offers Service Level Credits as follows:

Service	Performance Agreement %*	Period	SLA time	Outage hours ***	Service Credit Days	Price	Maximum Service Credit
Wireless Internet	99.95%	Calendar month	08:00 to 18:00 Monday to Friday excluding bank holidays.	Greater than or equal to 2 hours	1 day for every individual 2 hour or greater outage (fault).	Included	Unlimited
Fibre Internet	99.95%	Calendar month	08:00 to 18:00 Monday to Friday excluding bank holidays.	99.949-99.200% 99.199-98.000% 97.999-95.000% 94.999-90.000% Below 90%	1 2 3 4 5	Included	Unlimited
Fibre and Wireless internet	100.00%	Calendar month	08:00 to 18:00 Monday to Friday excluding bank holidays.	Greater than 1 minute ***	1 day per outage hour	Included	20 days in any quarter
Data Centre Services – Availability and Internet ****	99.99%	Calendar month	08:00 to 18:00 Monday to Friday excluding bank holidays.	Greater than or equal to 2 hours	1 day for every individual 2 hour or greater outage (fault).	Included	Unlimited

Notes

* Performance Agreement % is the percentage availability during the SLA time which is calculated over the Period (Calendar month).

** Subject to Luminet providing both the Fibre and Wireless Services as a single service (100% SLA Service). Initially during the provisioning period, the services will only be available separately, during which the service level provided is as for the individual services. In the event that Force Majeure or events caused by 3rd parties beyond the reasonable control of Luminet cause one or other of the Wireless or Fibre service not to function or to be removed, then the Service level will revert to the service level for the remaining functioning individual service.

*** Outage hours will only be calculated when there is a total loss of internet connectivity over the combined Fibre and Wireless Service for greater than or equal to one (1) minute. For the purpose of calculating the Outage Hours, a fraction of one (1) hour, greater than a minute will be rounded-up to the nearest hour. NB: The Wireless element for the 100% SLA Service does not support real time services such as VoIP, Video Conferencing, Etc.

**** Data Centre Services – Availability and Internet at 99.99% assumes diverse power connections at the data centre.

The Service Credit amount is the number of Service Credit Days x the Monthly service fee for the affected relevant service / 30.

The Service Credit is provided as a credit on your next Service Invoice. If the credit becomes payable within Five (5) days of a billing date, the credit will be included in the following Service Invoice.

Limitations of the Service level Credits

For the purposes of measuring performance against the Service level, the Start Time is when you call the Network Operations Centre Team and a Trouble Ticket is raised with the required detail. The End Time is when:

- Service is restored and the trouble ticket is paused or closed, or
- You are required to undertake an action to assist with the diagnosis or resolution (for instance, unplug and plug-in the CPE or provide access to the roof).

The SLA will not apply to faults reported where:

- The problem is determined to be due to your own equipment
- The problem is proven to the engineer's satisfaction to be due to equipment damage or act or omission or interruption or incident by you or a third party.
- Force Majeure or events caused by 3rd parties beyond the reasonable control of Luminet.