

Service Level Agreement

General

This document is a Service Level Agreement (SLA) setting out the indicative 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:

CPE:	Customer Premises Equipment Communications equipment that resides on your premises which may be owned by you or leased by you from Luminet this equipment may include for wireless: router/ switch, antenna, POE injector, for fibre: router/ switch)
Downtime:	The total period of time of total loss of service or material degradation such that there is no ability to transmit or receive data
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 at our Network Operations Centre on the number published on the Luminet Website
Luminet Website:	The website located at URL https://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:	Not materially affecting the performance or quality of the service
Service Affecting:	Causing loss of the ability to transmit or receive data at any level or layer in the network
Site:	The customer location at which Luminet agrees to provide the Services as stated in the Order Form or such other location which Luminet agrees to provide the Services. Where Co-Location services are supplied the Customer location is the location of these services
Third Party System:	Any service, telecommunication or other system that is neither owned nor operated by or on behalf of Luminet
Working Day	Every day excluding Saturday and Sunday and bank and public holidays in the UK
Working Hours:	The hours between 08.00 and 18.00 on a Working Day

Scope of this SLA

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, 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 provided by Luminet, to any Third Party System or to any equipment of the Customer which is not owned or operated by Luminet.

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

Any timelines given in this Service Level Agreement apply only to the geographical area that sits within the M25 London Orbital Motorway.

Service Monitoring and Reporting:

Luminet and/or its representatives monitor the service delivery platform 24/7/365. Please note that monitoring will be undertaken electronically.

All Customers are proactively monitored within Working 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 or control. 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 Luminet Operations Centre Engineer will endeavour to update you on progress as follows:

Service-affecting Faults	Non-service-affecting faults
Every 4 hours	Daily

Luminet fault categorisation:

The following table sets out how faults are categorised, depending on the nature of the fault:

Service/ non-service affecting faults	Priority	Fault categorisation
Service affecting faults	<i>Priority 1: Greater than 50% loss of service</i>	Faults that cause a complete loss of service of greater than 50% loss of service, for example (where applicable): <ul style="list-style-type: none"> • Subscriber Unit Failure (not applicable to data centre) • Router Failure • Cable Failure/ Issue • PoE failure/ issue (not applicable to data centre) • Sector or Base Station Failure (not applicable to data centre) • Core Network Outages • Data rates degraded >50%: <ul style="list-style-type: none"> ○ Severe packet loss ○ Severe latency
	<i>Priority 2: Less than 50% loss of service</i>	Faults that cause the client to lose less than 50% service quality, for example: <ul style="list-style-type: none"> • Packet Loss • Latency • IP address conflicts • Data rates degraded <50%: <ul style="list-style-type: none"> ○ Severe packet loss ○ Severe latency
Non-service affecting faults	<i>Priority 3: Quality Impairments</i>	These are quality related faults, for example: <ul style="list-style-type: none"> • Slow Browsing • Unable to access websites • Access list issues • DNS request errors • IP address being blocked
	<i>Priority 4: Minor faults and Information / Support Requests</i>	These will be minor faults and customer third party support information requests, for example: <ul style="list-style-type: none"> • Unable to access a specific website/ host destination • Information request to support customer 3rd party providers

Response Times:

You can call or email Luminet Network Operations Centre (0207 400 6300) 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 Working 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 Working Hours.

The Network Operations Centre team provide 24 hour 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 Target Time to Resolve:

The following table sets out the timescales in which Luminet will endeavour to resolve or, if Luminet are unable to resolve, respond with respect to faults:

Fault Category	Fault priority	Target Time to Resolve - WIRELESS	Target Time to Resolve - FIBRE	Target Time to Resolve – DATA CENTRE
Service-affecting incidents	Priority 1	4 working hours from acknowledgement of fault	varies depending on supplier of last mile, typically 4-8 hours	4 working hours for any faults relating to Luminet equipment and network from acknowledgement of fault
	Priority 2	1 working day from acknowledgement of fault	1 working day from acknowledgement of fault	4 working hours for any faults relating to Luminet equipment and network from acknowledgement of fault
Non-service-affecting incidents:	Priority 3 & 4	3 working days from acknowledgement of fault	3 working days from acknowledgement of fault	1 working day from acknowledgement of fault

- The “Target Time to Resolve” means the total time from the time a fault is reported to Luminet, up to its resolution or substantive response. Any time during which Luminet is waiting for further information or a response will be deducted from the total time to resolve or respond.
- Luminet will endeavour to repair non-service affecting faults within 3 working days

- Luminet reserves the right to extend the timescales, where it is reasonable due to complexity of incident or due to difficulties in gaining access to a building.
- In situations where customers wish to run their own internal and/or external cabling, the Luminet SLA only applies to the antenna

Network and Service Equipment Maintenance

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

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

Scheduled Maintenance or Upgrades will only take place between the hours of 19:00 and 07:00hrs or on days which are not Working Days.

Luminet will endeavour to notify you if it proves to be impossible to restore the service within the time notified for the work.

Escalation of an unresolved fault within Luminet:

The following table explains how an unresolved fault is escalated within Luminet in the event that it cannot be resolved.

Once the fault has been reported it will be escalated (i.e. reported to) to the next highest level within the organisation not resolved within the cumulative timescales listed. Each level is explained below the table.

Priority Level	Escalation Times – Service Affecting		Escalation Times - Non Service Affecting	
	Priority 1: Greater than 50% loss of service	Priority 2: Less than 50% loss of service	Priority 3: Quality Impairments	Priority 4: Minor faults and Information / Support Requests
1st Line Network Operations Centre	Instant	Instant	2 hours	4 hours
2nd Line Network Operations Centre	30 mins	2 hours	12 hours	24 hours
Customers Operations Manager	2 hours	4 hours	18 hours	36 hours
Operations Director & Technical Director	4 hours	8 hours	24 hours	48 hours
CEO	8 hours	24 hours	72 hours	120 hours

Escalation Process:**1st Line NOC:**

- Client informs NOC of fault via phone, email or portal
- NOC raises ticket immediately (this can be viewed in your portal)
- Standard troubleshooting usually takes a maximum of 2 hours
- If problem still persists and cannot be rectified, the ticket is escalated to 2nd line NOC within the 2 hours

2nd Line NOC

- Verify all 1st line troubleshooting
- Update the client of the change of ticket ownership
- Provide a troubleshooting action plan to the client
- 2nd Line to apply advanced troubleshooting
- Notify 3rd parties if necessary
- Notify installation/ onsite team if necessary
- Escalate to Customer Operations Manager after 2 hours

Customer Operations Manager

- Provide management level focus
- Update the client of the change of ticket ownership
- Review troubleshooting action plan to the client
- 2nd and 3rd Line to apply advanced troubleshooting
- Notify 3rd parties if necessary
- Notify installation/ onsite team if necessary
- Escalate to Operations Director and Technical Director after 4 hours

Operations Director and Technical Director

- Provide board level focus
- NOC informs client of escalation
- Gain feedback from all NOC engineers troubleshooting
- Call meeting to develop action plan
- Mobilise all necessary parties
- Remains active until resolution
- Internal verbal escalation to CEO after 8 hours

Service Level Credits

Luminet offers Service Level Credits (subject to the following terms) in accordance with the following table:

Service	Uptime Target %	Period	SLA time	Outage hours	Service Credit Days	Price	Maximum Service Credit
Wireless Internet	99.95%	Calendar month	Working Hours	99.949-99.200%	1	Included	5 Days per Calendar Month
				99.199-98.000%	2		
				97.999-95.000%	3		
				94.999-90.000%	4		
				Below 90%	5		
Fibre Internet	99.95%	Calendar month	24/7/365	99.949-99.200%	1	Included	5 Days per Calendar Month
				99.199-98.000%	2		
				97.999-95.000%	3		
				94.999-90.000%	4		
				Below 90%	5		
Fibre and Wireless internet	100.00%	Calendar month	24/7/365	Greater than 1 minute	1 day per outage hour up to a maximum of 5	Included	20 days in any quarter
Data Centre Services –	99.99%	Calendar month	24/7/365	Greater than or equal to 2 hours	1 day for every individual 2	Included	20 days in any quarter

Availability and Internet					hour or greater outage (fault).		
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Notes on Service Credits

Uptime Target: the Uptime Target % is the percentage availability during the SLA time (excluding Scheduled Maintenance) which is calculated over the Period (Calendar month).

Fibre and Wireless Combined: the 100% Uptime Target is 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: 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 – Uptime target of 99.99% assumes diverse power connections at the data centre if this is not the case then the target will be 95%.

For Data Centre Services outage hours will only be calculated when there is a total loss of internet connectivity for your data centre services for greater than or equal to two (2) hours. However, Luminet agree that for Data Centre Services only any part period of 2 hours which exceeds 4 minutes will be rounded up to the nearest 2 hours. So that by way of example 2 hours and 5 minutes outage will be rounded up to 4 hours.

The Service Credit amount is the number of Service Credit Days x the Monthly service fee for the affected relevant service **divided by 30 days up to the maximum specified in the table above.**

Service credits will not be applied automatically, if you wish to apply for a Service Credit please notify us and if the Service Credit is due Luminet will credit against your next invoice as set out below.

The Service Credit is provided as a credit on your next Service Invoice except that if the credit is applied less than five (5) days before 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 or 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 or 3rd party equipment
- The problem is proven to our 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.