

Service Level Agreement

General:

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

In this SLA the following terms shall have the following meanings:

CPE or Customer Premises Equipment : Communications equipment that resides on the Customers premises which may be owned by the Customer or leased by the Customer from Luminet. This equipment may include for wireless: router/ switch, antenna, POE injector, or for fibre: router/ switch).

Fault: A material defect, fault or impairment in a service, which causes an interruption in the provision of the service.

Non-Service Affecting: Not materially affecting the performance or quality of the Service.

Quarter: Quarter 1: January-March Inclusive, Quarter 2: April-June Inclusive, Quarter 3: July-September Inclusive & Quarter 4: October-December Inclusive.

Service Affecting: Causing loss of the ability to transmit or receive data at any level or layer in the network.

Third Party System: Any service, telecommunication or other system that is neither owned nor operated by or on behalf of Luminet.

Scope of this SLA:

This SLA applies to the Services to the extent that they are provided to the Customer in the geographical area that sits within the M25 London Orbital Motorway, 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.

The timelines for Customers located elsewhere shall be provided by Luminet on a reasonable endeavours' basis, taking SLAs of any 3rd party provider into account, except where stated otherwise on the order form.

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

The Service Credits process and timeframes are included at Appendix 1.

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 the Customer calls the Network Operations Centre ("**NOC**") telephone line (0207 400 6300) to report a Fault, the NOC 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 NOC Engineer will raise another trouble ticket. The Customer will be informed of the situation by the NOC.

Luminet will endeavour to update the Customer on progress as follows:

Service-Affecting Faults	Non-Service Affecting Faults
Every 4 (four) 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>	<p>Faults that cause a loss of service of greater than 50% , for example (where applicable):</p> <ul style="list-style-type: none"> • Subscriber Unit Failure • Router Failure • Cable Failure/ Issue • PoE failure/ issue • Sector or Base Station Failure • Core Network Outages • Data rates degraded >50%: <ul style="list-style-type: none"> ○ Severe packet loss ○ Severe latency
	<i>Priority 2: Equal to or less than 50% loss of service</i>	<p>Faults that cause the client to lose less than 50% service quality, for example:</p> <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>	<p>These are quality related Faults, for example:</p> <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>	<p>These will be minor Faults and customer third party support information requests, for example:</p> <ul style="list-style-type: none"> • Unable to access a specific website/ host destination • Information request to support customer third party providers

Response Times:

The Customer can raise a ticket by call or email the NOC or via another channel as notified to the Customer by Luminet from time to time. Luminet try to ensure that all calls to our NOC should be answered within 5 (five) rings. The Customer will be able to speak to a member of our NOC Team who will be familiar with the Customer's account and services. If necessary the Customer 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 the Customers problem to be addressed by the NOC team during the Working Hours.

The NOC team provide 24 (twenty four) hour monitoring and cover for any Fault affecting the core network and connections to the public internet and the base stations. The NOC 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
Service-Affecting incidents	Priority 1	4 (four) Working Hours from acknowledgement of Fault	Varies depending on supplier of last mile, typically 4-8 (four to eight) hours
	Priority 2	1 (one) Working Day from acknowledgement of Fault	1 (one) Working Day from acknowledgement of Fault
Non-Service Affecting incidents	Priority 3 & 4	3 (three) Working Days from acknowledgement of Fault	3 (three) Working Days 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 (three) 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 the Customer with 5 (five) Working Days' notice of any suspension of the service via email to the Customers 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 07:00 or on days which are not Working Days.

Luminet will endeavour to notify the Customer 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 (i.e. reported to) within Luminet in the event that it cannot be resolved.

Once the Fault has been reported it will be escalated to the next highest level within the organisation within the cumulative timescales listed. Each level is explained below the table.

	Escalation Times – Service Affecting		Escalation Times - Non Service Affecting	
Priority Level	Priority 1: Greater than 50% loss of service	Priority 2: Equal to or Less than 50% loss of service	Priority 3: Quality Impairments	Priority 4: Minor Faults and Information / Support Requests
1st Line NOC – assigned NOC engineer	Instant	Instant	2 hours	4 hours
2nd Line NOC – NOC Manager/Supervisor	30 mins	2 hours	12 hours	24 hours
Head of Network Operations	2 hours	4 hours	18 hours	36 hours
Director of Operations	4 hours	8 hours	24 hours	48 hours
CEO + COO/CTO	8 hours	24 hours	72 hours	120 hours

Escalation Process:

1st Line NOC– assigned NOC engineer:

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

2nd Line NOC– NOC Manager and/or NOC supervisor

- Verify all 1st line troubleshooting
- Update the Customer of the change of ticket ownership
- Provide a troubleshooting action plan to the Customer
- 2nd Line to apply advanced troubleshooting
- Notify third parties if necessary
- Notify installation/ onsite team if necessary
- Escalate to next level if necessary

Head of Network Operations

- Provide management level focus
- Update the Customer of the change of ticket ownership
- Review troubleshooting action plan to the Customer
- 2nd and third Line to apply advanced troubleshooting
- Notify third parties if necessary
- Notify installation/ onsite team if necessary
- Escalate to next level if necessary

Director of Operations

- Provide board level focus
- NOC informs Customer 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 (eight) 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 (five) days per

				99.199-98.000%	2		Calendar Month
				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 (five) 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 (one) minute	1 (one) day per outage hour up to a maximum of 5 (five) days	Included	20 (twenty) days in any Quarter

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.

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 third 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 1 (one) hour, greater than 1 (one) 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.

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

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

The Service Credit is provided as a credit on the Customers next Service Invoice except that if the credit is applied less than 5 (five) days before a billing date, the credit will be included in the following Service Invoice.

Service Credits are the Customer's sole financial remedy as a result of Luminet's failure to achieve service levels.

Limitations of the Service Credits:

For the purposes of measuring performance against the service level, the start time is when the Customer calls the NOC 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
- The Customer is 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 the Customers own or third 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 the Customer or a third party;
- Force Majeure or events caused by third parties beyond the reasonable control of Luminet have occurred.

Appendix 1

Credits

