



Leased Line Internet Service Agreement

1. INTRODUCTION

The Atlas Communications service is fully supported by Atlas Communications' customer care processes and backed up by a full Service Level Agreement.

The Service Level Agreement is broken down into sections on availability, fault management, service delivery and reporting and compensation.

2. SERVICE AVAILABILITY

2.01 Per occurrence, unavailable time begins at the time at which the Customer reports a problem to the Supplier. Planned works and outages prolonged by inability to access the Customer's site and are excluded.

2.02 Following receipt of the order for service, Atlas Communications will confirm how the end to end services will be delivered.

2.03 Availability is calculated on a monthly (calendar months) basis and expressed as a percentage as follows:

$$\frac{(\text{Total time} - \text{Sum of all events of unavailable time}) * 100}{\text{Total Time}}$$

2.04 The Supplier's calculation of any credit due will be binding and conclusive on the Customer and payments of any credit will fully discharge any claim which the Customer might otherwise have in respect of such Service non-availability.

2.05 Months are calendar months.

2.06 Credits do not apply to services provided on a non-protected spur as identified in specific service orders.

2.1 AVAILABILITY TARGET

2.1.1 The end to end service availability target for this service is 99.9%. For clarity, unavailability refers to no transmission of signals in one or both directions between Atlas supplied Customer Premises Equipment and the Internet in any form.

2.1.2 Only periods of unavailability greater than two hours in any one month are included in the total figure for unavailability. Availability below target will become eligible for compensation if the reported fault causes total loss of service (i.e. no transmission of signals in one or both directions between the product and the Internet).

Service Level

Availability (monthly)	Guarantee (%)	Credits Calculation if service level is not met
	99.79 to 99.89	10% of monthly service Charges
	98.5 to 99.78	20%
	97.00 to 98.49	40%
	96.99 and below	50%



3. FAULT MANAGEMENT

- 3.01 The standard hours of cover shall be 365 days per year, 24 hours per day. During this time, Atlas Communications' Engineering Support will provide full fault handling, escalation and customer reporting services.
- 3.02 Atlas communications will accept all faults that are reported from the Customer's authorised reporting centres. The Customer must report a fault by notifying Atlas Communications via Telephone (+44) 02890 786999.
- 3.03 Atlas communications will arrange a service management meeting with the Customer as part of the installation process and will provide the Customer with full instructions on the fault reporting process. This includes fault logging tracking and escalation procedures.

3.1 24HRS/7DAYS FAULT REPORTING CONTACT

- 3.1.1 Atlas Communications logs all faults in its Problem Management System within 15 minutes of a service outage fault being detected, or reported by the Customer. After that time, Atlas communications will contact the Customer within 1 hour of the fault being logged and provide a problem description, and an estimated time to repair (if problem is still not solved).

3.2 FAULT CLEARANCE PROCEDURE

- 3.2.1 Following repairs to the service, Atlas support will monitor the service for 15 minutes. If the service is stable, Atlas communications will report fault clearance to the Customer. Upon the Customer's agreement, the trouble ticket will be closed.
- 3.2.2 If the service is reported as being degraded, and Atlas Communications and the Customer agreed to take the service down for testing, the duration of the outage for testing shall not count as downtime in the monthly availability calculation, unless otherwise agreed by Atlas Communications.

3.3 ESCALATION

- 3.3.1 If the problem is not being addressed in a satisfactory manner, an escalation procedure is available.

LEVEL	CONTACT	TELEPHONE	ATLAS ESCALATION Fault Outstanding for:	CLIENT ESCALATION Fault Outstanding for:
1 to 2	NOC 2 nd Line Support	02890 786999	2 hours	4 hours
2 to 3	Mark Skillen – General Manager Or Stuart Thompson - Connect Network Services Lead	07990 848979 07769 644452	4 hours	6 hours



4. SERVICE DELIVERY

4.1 GUARANTEES

4.1.1 Following receipt of the order for service, Atlas Communications will commit to a delivery date for the service. Once the commitment has been made, penalties will be paid if the service is delivered after the Committed Delivery Date.

Any penalty calculated under this penalty shall be treated as a credit against the monthly charge due in respect of the month following the date of actual delivery (or in the month of actual delivery, if delivery falls in the month after the Committed Delivery Date) (the "First Month"). Accordingly, any non-availability credit due under paragraph 2 above in respect of the First Month shall be calculated after taking into account any late delivery penalty due under this paragraph, such that the total of the late delivery penalty and any non-availability credit in respect of the First Month does not exceed an amount equal to the monthly charge for the First Month.

Service Level	Guarantee	Credits Calculation if service level is not met
Delivery Date	By Committed Delivery Date	5% of Monthly Circuit Charge per week delay

4.1.2 For the avoidance of doubt, if BIS (bringing into service) testing performed by the Customer is unsuccessful and if this is verified as a problem caused by Atlas Communications, then the Actual Delivery Date will be revised accordingly.

5. REPORTING

5.01 The Customer will have access to Atlas's secure web-based Customer Management tool when this becomes available

5.02 Atlas Communications can organise regular performance review reporting meetings & calls between the Customer and the dedicated Service Manager if the customer requires. The review of performance against SLA will form one of the agenda items. The format and frequency of the routine reporting will be agreed by the two parties.

Bandwidth Usage Reports can be provided on a monthly basis to the Customer.

6. COMPENSATION

6.1 LIMITS ON COMPENSATION

6.1.1 The maximum compensation that a Customer can receive for late provision is an amount equal to 60 working days rental for the service and the maximum compensation that a customer can receive for late repair is an amount equal to 100% of the monthly rental for the Service for the period covered, the first such cycle starting on the date of provision of Service for the remainder of the calendar month then each calendar month thereafter.

6.2 HOW ATLAS WILL PAY COMPENSATION

6.2.1 Any compensation payable will normally be made by deduction from the Customer's next invoice unless not practicable. For the avoidance of doubt, Atlas Communications compensation shall be payable without the need for the Customer to make a claim.

Atlas Communications may offset all or part of any such amounts against any outstanding amounts due for the Service that have not been paid by the Customer, except where these amounts may be disputed.

6.2.2 Any compensation payable under this Schedule shall be without prejudice to any right or remedy including any right to claim for additional loss.

7. WHAT IS NOT COVERED

7.01 The service levels, service guarantees and any compensation payments will not apply if:

- a. the failure of the service is due to the Customer's own network or equipment or any other network or equipment outside the Atlas Communications Network; or
- b. the Customer is in breach of any part of this Contract or in respect of the relevant Service Atlas Communications suspends the Service or any part of it in accordance with this Contract; or
- c. through no fault of its own or because of circumstances beyond its reasonable control, Atlas Communications is unable to carry out any necessary work at, or gain access to the Site or the Customer fails to agree an appointment date or work is aborted; or
- d. the Customer and Atlas Communications agree a different timescale in writing (which shall include e-mail) for performance of the relevant Service, but will apply to any new Contractual Delivery Date agreed, provided that the new date is after any previous Contractual Delivery Date(s) or CP Requirement
- e. reasonable assistance is required or information is reasonably requested by Atlas Communications within a reasonable timescale from the Customer or the End User or a third party and such assistance or information is not provided; or
- f. through no fault of its own, Atlas Communications is unable to obtain any necessary permissions or consents required in connection with the performance of a particular service level; or
- g. the failure is due to a Force Majeure event; or
- h. the failure is due to a planned or emergency Service interruption; or
- i. the failure is due to an inaccurate Order being submitted by the Customer and the Customer has been informed of this inaccuracy or
- j. if the fault is not reported in accordance with Section 3 of this Schedule and the Customer has been informed of the error



8. FAULT REPORTING

All faults must be reported direct to our 24/7 support desk on 02890 786999. Please provide the following information on the call.

Company Name	Your company name
Reporting Contact	Your name & telephone number (e-mail address optional)
Incident Type	Fault or Service Request
Customer Reference	Your reference number (if applicable)
Contract/Circuit Reference Number	Your Atlas circuit reference number
Product Equipment	The item(s) being reported, including serial number(s)
Service Site Address	Location of faulty service, including postcode. On-site contact details if not call originator
Incident Summary	Description of the incident
Priority	The priority to be assigned to the case: 1 - Network down 2 - Network severely degraded 3 - Network performance degraded 4 - Service Request 5 - Deferred incident

Step 3 You will be issued with a Case Reference Number.

Step 4 You will then be called back by Atlas Engineer in line with your SLA.