



MPLS WAN Service Agreement

This SLA is applicable to the Atlas Communications MPLS Based WAN Service

1. INTRODUCTION

- 1.1 This Schedule contains the Service Level Agreement between ATLAS COMMUNICATIONS and the Customer for the Service.
- 1.2 ATLAS COMMUNICATIONS is committed to a programme of continuous improvement relating to the Service, including billing processes and introduction of Service enhancements from time to time.

2. SERVICE LEVELS

Subject to paragraph 7 of this Schedule:

2.1 Orders

- a. ATLAS COMMUNICATIONS will use reasonable endeavours to acknowledge Orders for the Service and allocate a job order number to the Orders by 17.00 hours on the next Working Day after the placing of the Order.
- b. Subject to paragraph 2.3 of Schedule 2 ATLAS COMMUNICATIONS will use reasonable endeavours to confirm within 10 Working Days after the day the Order is processed whether the MPLS WAN Service can be provided, when the MPLS WAN Service will be provided, and, if applicable, the Excess Construction Charges payable by the Customer.

2.2 Repair

- a. ATLAS COMMUNICATIONS will use reasonable endeavours to make the repair service available 24 hours a day, 7 days a week including Bank and Public Holidays.
- b. ATLAS COMMUNICATIONS will use reasonable endeavours to acknowledge receipt of a fault report from the Customer within one hour.
- c. ATLAS COMMUNICATIONS will use reasonable endeavours to respond within 4 hours of receipt of a fault report, unless agreed otherwise in writing by the Parties.
- d. If the relevant Service is not restored within the timescales set out in paragraph 3.2 below, ATLAS COMMUNICATIONS will use reasonable endeavours to contact the Customer to report the progress being made to restore the Service.

2.3 Provision

ATLAS COMMUNICATIONS will

- (i) provide reasons to justify; and
- (ii) Atlas Communications will obtain the customer's prior written consent (not to be unreasonably withheld or delayed) to extend the CDD (Contracted Delivery Date) beyond the 40th Working Day for the MPLS WAN Service Order provided always that ATLAS COMMUNICATIONS will notify the Customer as soon as reasonably practicable where it intends to deem consent and any subsequent CDD is as soon as reasonably practicable.

For the purposes of this sub-paragraph 2.3 ATLAS COMMUNICATIONS may deem consent where:

- (i) one of the circumstances detailed in paragraph 7 of this Schedule occurs, or
- (ii) there is a need for infrastructure build including, for example, situations where duct, manholes, fibre spine cable, copper cable or backhaul and core network cable are required; or

- (iii) there is a cable or exchange breakdown; or
- (iv) there is a collapsed, blocked (e.g. cement), or damaged duct/manhole; or
- (v) notice is required under the Traffic Management Order or Traffic Scotland Act; or
- (vi) there is a manhole or footway box that is contaminated with, or by, a substance which requires special treatment, e.g. petrol
- (vii) asbestos has been identified; or
- (viii) security clearance is required but not yet agreed; or
- (ix) main frame compression or extension is required

2.4 Resilience

In addition to other circuit specific provisions within this Schedule, ATLAS COMMUNICATIONS will use reasonable endeavours to make WAN Service Resilience available 24 hours per day and 7 days a week when this has been ordered by the Customer and where available in the product set. Such Resilience will aim to provide and maintain diversely routed Extension circuits.

3. SERVICE GUARANTEES

Subject to paragraph 7 of this Schedule

3.1 Provision

ATLAS COMMUNICATIONS will deliver the Service by midnight on the Contractual Delivery Date (standard 40 working days after order unless otherwise notified & agreed) or the Agreed Requirement Date, whichever is the later, with handover notices made available the following Working Day. If ATLAS COMMUNICATIONS fails to do this, the Customer shall be entitled to the compensation set out in paragraph 4.1 of this Schedule.

3.2 Repair

ATLAS COMMUNICATIONS will restore the Service within 5 hours of a Network failure/severe degrade (Priority 1 or 2) fault being reported (or, where Atlas provides managed network monitoring, a failure fault alarm is activated) i.e. no transmission of signals in one or both directions or fault is otherwise designated as network unusable, between the circuit demarcation points or to/from the Atlas network. If ATLAS COMMUNICATIONS fails to do this, the Customer shall be entitled to the compensation set out in paragraph 4.2 of this Schedule.

3.3 Escalation

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	Ray McCavery	07990 848 968	4 hours	6 hours



4. COMPENSATION

Subject to any limitations set out in this Schedule

4.1 Late Provision

If ATLAS COMMUNICATIONS fails to meet the commitment set out in paragraph 3.1 of this Schedule, then the Customer shall be entitled to 100% of the relevant individual circuits daily rental charge (number of days in month/by number of working days) for every Working Day beyond the CDD or CRD (whichever is later) up to a maximum of 60 Working Days.

4.2 Late Repair

- a. A delayed repair 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 demarcation points) for more than 5 clock hours after it has been reported to ATLAS COMMUNICATIONS ("Qualifying Fault").
- b. The Customer shall be entitled to compensation for each Qualifying Fault. The compensation shall be 15% of the relevant individual circuit's monthly rental for each Qualifying Fault that has not been restored by ATLAS COMMUNICATIONS for each full hour in excess of 5 clock hours until the fault is rectified subject to the maximum monthly compensation limit.

5. LIMIT ON COMPENSATION

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 monthly cycle starting on the date of provision of Service.

6. HOW ATLAS COMMUNICATIONS WILL PAY COMPENSATION

- 6.1 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 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

- 7.1 The service levels, service guarantees and any compensation payments will not apply if
- a. the failure by ATLAS COMMUNICATIONS is due to the Customer's own network or equipment or any other network or equipment outside the ATLAS COMMUNICATIONS provided 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 paragraph 4 of this Schedule and the Customer has been informed of the error; or



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: <ul style="list-style-type: none">1 - Network down2 - Network severely degraded3 - Network performance degraded4 - Service Request5 - 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.