

## 1. THIS AGREEMENT

This is a Service Level Agreement (SLA) between [Customer Details] (“You”) and **Solway Communications Limited**, Company Number 07308930 at The Lough, Thurstonfield, CARLISLE, CA5 6HB (“Us” or “We”). This is to inform you of what We promise to provide as the Direct Internet Access service (“DIA”) on each circuit which You have rented from Us. This SLA forms part of the Agreement dated [ ] between You and Us relating to the DIA.

## 2. THE SERVICE

The Service is a facility to transmit data to the Internet and to receive data from it by means of a data circuit provided by Us.

## 3. START OF SERVICE

We will agree with You a Target Service Start Date (TSSD). If We fail to Start the Service by the TSSD we shall compensate You on request by granting you Service Credits as follows:

<u>Delay</u>	<u>Service Credit</u>	<u>Note</u>
<b>Business Days past TSSD</b>	<b>Proportion of a Month's Rental for the Service</b>	If the start of service is delayed by more than 65 Business Days You have the right, unless You have accepted the delay, as an alternative to a Service Credit to cancel Your order. This must be exercised in writing between Business Day 65 and Business Day 68.
1 - 10	5%	
10 - 20	15%	
21 - 65	25%	
> 65	50%	

## 4. SERVICE AVAILABILITY

Except as a result of an Excused Event, we undertake to make both the download and the upload parts of the service available to You for 99.99% of the Contracted Service Period, calculated from 00:01 hours on the first day to 24:00 on the last day of any period of three Calendar Months. If the Circuit is not available for at least this proportion of any period of three Calendar Months, we shall compensate You on request by granting you a Service Credit of 10% of the monthly Rental for the Service for that period.

## 5. FAULTS

We undertake to repair any fault except an Excused Fault within 4 hours of Your notifying the fault to Us. If we fail to achieve this, we shall compensate You on request by granting you a Service Credit of 2% of a month's rental for every complete hour more than six that we take to repair such a fault.

You will be entitled in respect of outages or faults in any period of three Calendar Months to the greater only of (a) any Service Credits for Service Availability and (b) any Service Credits for the Time to repair faults

## 6. PERFORMANCE

We undertake to achieve across Our core network

- a maximum Latency of 10ms, and
- a maximum rate of Packet Loss of 0.05%

## 7. DEFINITIONS

Except as otherwise defined in this SLA or unless the context otherwise requires, all defined terms in this SLA shall have the same meanings as in the Agreement.

**Circuit** means the physical connection over which the Service is provided.

**Target Service Start Date (“TSSD”)** means the agreed target date by which We intend to have completed installation of the Service as notified to You in writing.

**Excused Event** means any Fault caused by wholly or in part:

- (a) Your network or system, or any part of it; or
- (b) Any problem associated with equipment connected on Your side of the Solway Communications termination point; or
- (c) Your acts or omissions; or
- (d) Your breach of the Agreement; or
- (e) Your failure to comply with Our reasonable instructions; or
- (f) Any refusal to allow Us, Our employees, agents or subcontractors to enter into the relevant premises to diagnose or remedy any Fault; or
- (g) A force majeure event as set out in the our Terms and Conditions; or
- (h) An act or omission of any third party which is beyond Our reasonable control which shall include, without limitation, a fibre cut.

For the avoidance of doubt, You and Your shall include Your employees, subcontractors and agents.

**Fault** means Service downtime (other than a Planned Outage or an Excused Event) resulting in a total loss of Service where it is not possible to transmit internet data in one or both directions and which has been reported to Us and recorded in accordance with our standard fault reporting procedures.

**Latency** means the average of the round-trip duration for UDP packets to travel across Our core network and back taken in 20 ping bursts every 5 minutes over 30 days.

**Outage Time** means the sum total time of all Faults during the relevant calendar month.

**Packet Loss** means the average of the number of UDP packets undelivered across our core network across taken in 20 ping bursts every 5 minutes over 30 days.

**Planned Outage** means any Service downtime:

- (a) scheduled by Us to carry out any preventative maintenance or upgrades to the Service or Our Communications Network; or
- (b) caused by any services You request or authorise including without limitation, network redesign or reconfiguration.

**Service** means the service that We provide to You as set out in the Agreement.

**Service Credit** is the amount We credit You for failing to meet Service Levels.

**Service Levels** means the service levels set out in this SLA.

**Service Credit** means a credit on your account with us that may be applied against charges otherwise due.

#### **Service Delivery**

We will not be liable to pay Service Credits for Service Delivery failure where such failure results from:

- (a) Your network or system, or any part of it; or
- (b) a fault in, or any problem associated with, equipment connected on Your side of the Solway Comms network termination point; or
- (c) Your acts or omissions; or
- (d) Your breach of the Agreement; or

- (e) Your failure or delay in complying with Our reasonable instructions; or
- (f) any refusal to allow Us, Our employees, agents or subcontractors to enter into the relevant sites; or
- (g) a force majeure event as set out in the Agreement; or
- (h) Your failure to obtain the necessary wayleaves.

## **8. SERVICE AVAILABILITY**

Unavailability of the Service as a result of any of the following events shall not count as Outage Time:

- (a) an Excused Event; or
- (b) a Planned Outage.

## **9. SERVICE RESTORATION**

Time spent in repairing a Fault or restoring the Service as a result of any of the following events will not be counted as part of restoration time when calculating Service Credits:

- (a) Your failure or delay in providing any necessary co-operation required by Us including, without limitation:
  - (i) supply of the necessary information; or
  - (ii) access to the relevant sites; or
  - (iii) supply of the necessary power or facilities; or
- (b) Your relevant personnel cannot be contacted to assist Us or to confirm the Service is restored; or
- (c) a Planned Outage; or
- (d) an Excused Outage.

The time taken to restore a Fault is measured from the time the Fault Report is recorded on Our fault management system until the time We notify You that Service has been restored or in the event that We are unable to contact You, the time recorded on Our Business fault management system that Service has been restored.

## **10. GENERAL**

If an on-site visit reveals that there is no fault with the Service or the Fault is an Excused Outage, We may charge You and You shall pay Us an engineer call-out fee at Our standard charges at that time (£75 per hour at the date of this agreement).

## **11. CLAIMING SERVICE CREDITS**

To request Service Credits, You must claim in writing via Our Customer Services within twenty business days of the claimed Fault. If You do not claim Service Credits within such period You will be deemed to have waived the applicable Service Credits. You agree that Service Credits shall be Your sole and exclusive financial remedy for any failure by Us to meet Service Levels. Service Credits payable shall relate to the monthly Rental of the Service that is the subject of the Fault.

Notwithstanding any provisions in the Agreement to the contrary in no event shall the total amount of Service Credits payable to You in any calendar month for the affected Service exceed the total of the monthly Rental for the affected Service.

## **12. PLANNED OUTAGE**

Except in an emergency or in circumstances beyond Our control, We will endeavour to give You at least 10 working days' notice of any maintenance or upgrade work on Our network which will affect the availability of Service to Your Site. Such notice will include a brief description, planned date and time and estimated duration of the Planned Outage. Such notice may be given by way of letter, email or telephone call. However, in the case of an emergency, We may give You a shorter notice.

### **13. REPORTING A FAULT**

You must comply with any fault reporting format as advised by Us from time to time for the reporting of faults. For the avoidance of doubt, if there is a dispute on any Fault commencement or duration, the records of the fault management system at Our Technical Support Centre shall be conclusive. Faults or suspected faults on the Services must be reported on our Support telephone line on **01228 217181**.

You shall identify to Us in writing the individuals who shall have authority to report faults (**Authorised Individuals**) with their pre-agreed password and we shall be entitled to accept the giving of such password as conclusive evidence of their identities. Any replacement Authorised Individuals shall be notified to Us in writing.