

Transmitair Residential SERVICE LEVEL AGREEMENT

General

This document is a Service Level Agreement (SLA) setting out the levels of services to be provided to you by Transmitair Limited. This document is only relevant to the service(s) with Residential services and must be read in conjunction with the relevant Transmitair Terms and Conditions and its defined terms.

In this SLA words, abbreviations and expressions have the following meanings as set out below:

Business Day	Means any day (other than a Saturday or Sunday) on which banks are open in Glasgow for normal banking business.
Business Hours	Any time between 9.00am and 5.00pm on any Working Day
Consents	Planning consents, where you consider that planning consent is necessary.
CPE	Customer Premises Equipment - communications equipment that resides on your premises whether owned by you or leased from Transmitair Limited.
Site	The premises that you require the service to be delivered to.
Downtime	The period of time of total loss of service or material degradation such that there is no ability to transmit or receive data, where the time is accumulated during the SLA time.
Fault	A material defect, fault or impairment in a service, which causes an interruption in the provision of the service.
Helpdesk	Transmitair Limited Customer Support Helpdesk on the email and phone number published on the Transmitair Limited Website.
Non-Service Affecting	Means not materially affecting the performance or quality of the service.
Service Affecting	Means causing loss of the ability to transmit or receive data
Third Party System	Means a telecommunication or other system that is neither owned nor operated on behalf of Transmitair Limited.
Transmitair Website	The website located at URL http://www.transmitair.com or such other website or URL as Transmitair Limited may notify you of from time to time.
Wayleaves	Permissions from other parties if Transmitair Limited must cross their land or place Equipment on their premises.

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 Transmitair Limited. All references in this SLA to network and service equipment shall be construed as references to such systems and equipment.

Provisioning of Service/s:

Service provision requires an installation of CPE. This may involve some preliminary work on your part to obtain Wayleaves and Consents and to ensure the safety of the Transmitair Limited installation team. You will be informed of this at the time of the Survey.

Where possible the installation will be carried out at the same time as the survey. Otherwise, Transmitair Limited will agree a date for installation with you at the time of the Survey.

Transmitair Limited will make every effort to provide service by the agreed installation date.

Installation:

Transmitair Limited will endeavour to complete the installation within 15 days, subject to your availability to provide the necessary access.

Transmitair Limited staff will make every effort to attend your Site at the time agreed. You will be advised of any unavoidable delay immediately by the residential team and, if necessary, alternative arrangements made.

Transmitair Limited will endeavour to inform you of any installation delay at least 24 hours before the installation is due and agree a new installation date.

If an installation fails for any reason beyond Transmitair Limited control (such as failure to find a suitable location to mount the CPE) or we are unable to deliver the service package profile ordered, Transmitair Limited will suggest alternative service offerings or, if these are unacceptable to you, cancel the contract.

Service Fault Reporting and Categorisation:

Faults can be reported within business hours to our Helpdesk number. When you call the Helpdesk telephone line to report a fault, the Helpdesk Engineer will create a Ticket, which will be categorised as below.

Fault Categorisation:

Priority 1: Greater than 50% loss of Service

Faults that cause a complete loss of service or greater than 50% loss of service, for example: Subscriber Unit Failure, Router Failure, Cable or POE Failure/Issue, Core Network Outages or Data Rates Degraded >50%:

Priority 2: Less than 50% Loss of Service

Faults that cause the client to lose less than 50% service quality, for example: Packet Loss, Latency, IP Address Conflicts or Data Rates Degraded <50%:

Priority 3: Quality Impairments

These are quality related faults, for example: Slow Browsing, Unable to access websites, Access List Issues, DNS Request Errors or IP address being blocked

Priority 4: Minor Faults and Information/Support Requests

These will be minor faults and Customer Third Party support information requests, for example: Unable to access a specific website, Information request to support customer or Internal Wi-Fi issues

The Ticket will be closed when the fault is resolved.

Where Transmitair Limited proactively discovers a fault and cannot rectify it remotely the Helpdesk will raise a Ticket. You will be informed of the situation by the Helpdesk Team, and if necessary, arrangements will be made to attend your Site.

Response Times

You can email the Transmitair Limited Helpdesk Team at any time on support@transmitair.com, and they will create a Ticket for the issue you've raised. Alternatively, you can raise a ticket via your customer Portal at portal.transmitair.com. This will be addressed by the Helpdesk Team during business hours.

If necessary, you will be called back by a Helpdesk Engineer.

The Helpdesk Team provide 24-hour monitoring and cover for any fault affecting the Core network, Connections to the public internet and the Base stations. The Helpdesk Team will attend to the diagnostics and resolution, except when a resolution requires daylight for safety reasons.

Response and Restoration of Service Times

(NB: "Response" time stated below means the time after the Ticket has been generated and the first updated response communicated).

Level		Priority 1	Priority 2	Priority 3	Priority 4
Residential	Response	8 working hours	2 days	3 day	5 day

Network and Service Equipment Maintenance

Transmitair Limited may suspend the Service to carry out periodic maintenance or upgrade work on the Network. In exceptional circumstances, Transmitair Limited may suspend the Service immediately to carry out emergency work. In cases other than an emergency, Transmitair Limited will provide you with 5 business days' notice of any suspension of the service via email. We will advise the duration of the work and whether it will be a total or partial service loss together with the objectives.

We will endeavour to complete any such Maintenance or Upgrade work between the hours of 24:00 and 07:00hrs.

You will be notified by telephone or alternative email if we are unable to restore the service within the scheduled period of work.

Decommissioning

Where it is agreed between the parties that the service is to be terminated under the terms of the Transmitair Limited Standard Terms and Conditions, then Transmitair Limited and/or third-party suppliers will remove the equipment that was supplied for the service.

This equipment may include, but not limited to, The Transmitair Limited Antenna Unit, Fixings, Cabling and Power supply.

Service level Measurements

For the purposes of measuring performance against the Service level the Start Time is when you contact the Helpdesk and a Ticket is raised with all the required detail.

For the purposes of measuring performance against the Service level, the End Time is when:

- Service is restored as stated on the Ticket.
- 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 external equipment).
- The SLA will not apply to faults reported where:
 - The problem is determined to be due to your own equipment.
 - The problem is due to equipment having been reset.
 - The problem is proven to the engineer's satisfaction to be due to equipment damage by you or a third party.
 - Force Majeure or events caused by 3rd parties beyond the reasonable control of Transmitair Limited.

Automatic Compensation

Compensation will be credited to your account in line with the current guidelines provided by Ofcom at <https://www.ofcom.org.uk/phones-telecoms-and-internet/advice-for-consumers/costs-and-billing/automatic-compensation-need-know>

Compensation will be provided as a credit note allocated against your next Service Invoice, in the following circumstances,

- Where service has stopped working and it is not fully fixed after two full working days.
- Missed appointments. An engineer does not turn up for a scheduled appointment, or it is cancelled with less than 24 hours' notice.
- Delays with the start of a new service. If we fail to start a new service on a particular date but fail to do so.

In cases where interruption to service has been agreed to include any of the following, automatic compensation will not apply,

- The problem is determined to be due to your own equipment.
- The problem is due to equipment having been reset.
- The problem is proven, to the engineer's satisfaction, to be due to equipment damage by you or a third party.
- Force Majeure or events caused by 3rd parties beyond the reasonable control of Transmitair Limited.