

# Service Specific Terms & Conditions for the Provision of Managed Internet Access

## 1. Application of Terms

1.1. These Service Specific Terms and Conditions apply only in the case where NTE Limited has provided Managed Internet Access (MIA) to the Client and are entered into pursuant to the Standard Terms and Conditions and Fair and Acceptable Usage Policy, which are hereby incorporated by this reference, for avoidance of doubt, clauses defined in these Service Specific Terms and Conditions shall take precedence over our Standard Terms and Conditions.

## 2.0 Service overview

2.1. Managed Internet Access (MIA) provides Internet Access using traditional Leased Line and Ethernet technologies at bandwidths from 10Mbps up to multiple Gbps. All MIA services are provided with symmetrical bandwidth from the Client Site to the Internet.

## 3.0 Service delivery and configuration

3.1. Dependent on the access bandwidth required, the service will be delivered using a 3rd party tail (a connection from the Client Site to our network or our supplier's network). Typically, this is using fibre-optic technology however, NTE may choose to deliver the MIA solution over other technologies providing they meet the requirements for service availability. This is defined as the Access Circuit.

3.2. The service will be delivered to the Client Site (B-end) location as defined in the Managed Internet Access (MIA) Order Form.

3.3. As standard the service will be terminated on a Network Termination Unit (NTU) at the Client's site. The NTU provides a demarcation point between the Carrier's network and Client's network at the Client Site. This NTU is the property of NTE or our Supplier. A standard Ethernet Connection will be provided (RJ45 Copper) which can be connected directly to the Client's router. The setup, management and security of the Client's router is the Client's responsibility.

3.4. MIA is available in 10Mbps up to 100Mbps and 100Mbps increments upwards from 100Mbps. The required bandwidth will be specified in the Managed Internet Access (MIA) Order Form.

3.5. IPv4 Address space will be provided to the Client where required and will be assigned subject to RIPE guidelines.

3.6. Following acceptance of a valid order, a site-survey will usually be performed to establish the best method of delivery for the MIA service. If the building where the MIA service is to be installed was constructed prior to 2000 a copy of the building's Asbestos report is required prior to the site-survey date. Should a Client delay the survey process beyond 30 days from order (including not returning the required Asbestos report or delaying access to site) the Carrier will automatically cancel the order and a Carrier cancellation charge will be levied.

3.7 If the site-survey identifies extra works are required above those expected for a typical MIA installation NTE reserve the right to issue a Variation to the Order to cover these Excess Construction Charges (ECC). The Client may then accept the ECC or cancel the order without charge. The delivery of the order will be placed on hold until the Client accepts or declines the ECC. Should a Client delay the acceptance of the ECC beyond 30 days from notification of the Variation to the Order the Carrier will automatically cancel the order.

3.7. The Client will allow access to the Client Site to NTE representatives (including sub-contractors) to allow for installation, survey and occasional maintenance associated with the Service. NTE will provide reasonable notice where possible.

3.8. Where works are required to the land and/or premises at the Client Site, Wayleave consent may be required to allow the installation of plant/ducts/cabling. Wayleave is negotiated between the building/land owner and the Carrier (NTE's supplier). The Managed Internet Access (MIA) order will be on hold until Wayleave is granted. Such Wayleave consent is not to be unreasonably withheld. Should Wayleave not be granted within the timescale specified by the Carrier, the order may be cancelled by the Carrier and cancellation charges will be levied, see 4.1.

#### **4.0 Cancellation and modification**

4.1. If an order for a MIA service is cancelled prior to the Carrier Fit and Test Date, NTE reserves the right to make a Cancellation Charge to cover all reasonable costs incurred as a result of such cancellation or modification.

4.2. If an order for an MIA service is cancelled after the Carrier Fit and Test Date the following cancellation terms will apply:

4.2.1. 90 days written cancellation notice required.

4.2.2. If cancellation is required within the Minimum Period (Contract Term) as stated in the Managed Internet Access (MIA) Order Form, 100% of any outstanding rental calculated pro-rata from the Circuit cancellation date to the end of the Minimum Period will be payable.

4.3. If the details of an MIA service are changed substantially at any time by the Client (such as but not limited to change of Client Site, change in capacity, or change in configuration), NTE reserves the right to charge a reconfiguration charge to cover all reasonable costs associated with the change, or treat the modification as a new order for the service and cancel the previous order (a cease and re-provide).

## **5.0 Service Level Agreement (SLA)**

5.1. This section defines the Service Level Agreement (SLA) and sets out the service levels associated with the Service to be provided by NTE to the Client and the compensation for failure to meet these service levels.

5.2. This SLA defines targets for availability of network connectivity to be provided by NTE to the Client. In addition, the SLA defines the methods for reporting actual performance against these targets.

5.3. NTE shall not be liable to pay compensation under this SLA where its failure to meet any of its obligations under this SLA is caused by a Force Majeure Event, by failure of the Client's equipment, or by any act or omission of the Client, or any third party acting on behalf of the Client.

5.4. The maximum aggregate monthly credit available under this SLA is limited to an amount equal to the equivalent monthly charge for the Service.

5.5. Credits or other compensation under this SLA shall only be payable where (a) the Client has submitted to NTE, a claim in writing identifying the events relating to the SLA, where the Client believes compensation is due, and (b) where NTE has agreed in writing, responding without undue delay, to that claim.

## **5.6 Service Level Guarantees**

NTE guarantees that the following minimum standards are always met.

### **5.6.1 Network Backbone Availability**

The NTE backbone has a 99.999% availability guarantee outside of network maintenance.

To claim, the following must be submitted to NTE:

Three date and time stamped ICMP traceroutes, taken at least one hour apart, within a four-hour window, from the Client LAN, must be submitted showing unavailability within the network backbone.

### **5.6.2 Network Latency**

There will be no more than an average of 50 milliseconds latency between any two routers on the network backbone measured over a one-hour period.

To claim, the following must be submitted to NTE:

Three date and time stamped ICMP traceroutes, taken at least one hour apart, within a four-hour window, from the Client LAN showing a latency problem within the network backbone.

### 5.6.3 Client Circuit Availability

Where the circuit from the Client premises to the NTE point of presence was ordered by NTE, we will offer a 99.999% availability guarantee from NTE to the Client handover point, typically the Carrier installed Network Termination Equipment or NTU (Service Provider router). This guarantee excludes:

- Problems caused by power disruption at the Client premises;
- Problems caused by any Client device and associated cabling;
- Transit Clients;
- Clients with circuit backup services such as ISDN/ADSL not provided by NTE;
- Clients with alternate/bonded leased lines;
- Client whose hardware has not been provided by NTE
- Scheduled maintenance

To claim, the following must be submitted to NTE:

Three date and time stamped ICMP traceroutes, taken at least one hour apart, within a four-hour window, from the Client LAN showing circuit unavailability. The date and time of the answered telephone call to report the fault, the telephone number called, and the telephone number called from.

## 5.7 Client Circuit Repair Time

Where a circuit from the Client premises to the NTE point of presence was ordered by NTE, we will offer a 6 NTE Business Hours return to service guarantee, regardless of the provision by a third-party (e.g. BT), in the event of a circuit failure. This guarantee excludes problems caused by power disruption at the Client premises or the Client router and associated cabling. This clause does NOT apply to transit Clients. To claim, the following must be submitted to NTE: The date and time of the answered telephone call to report the fault, the telephone number called, and the telephone number called from; or the date, time and ticket number of the acknowledgement sent from the NTE ticketing system [support@nte.works](mailto:support@nte.works) in response to the Client's reporting of the fault.

## 5.8 Exclusions

In all cases scheduled maintenance, as notified to the Client 48 hours in advance and emergency maintenance where notified to the Client 4 hours in advance are both exempt from claims under this SLA. Emergency maintenance carried out with less than 4 hours' notice may be exempt, should the impact of not carrying out the maintenance cause a breach of the SLA. Denial of Service attacks against the Client's service is also exempt from claim under this SLA.

## 5.9 Remedies

Should any of the above metrics be breached then a service credit will be issued against the Client's circuit. The limit for claims is 10 days in a single 30-day period and 30 days in any 12-month period.

#### 5.9.1 **Network Backbone Availability**

For each 1% of lack of availability the Client will receive 1 day of service credit. Only one of Client Circuit Availability, Network Backbone Availability or Network Latency can be claimed in a single month.

#### 5.9.2 **Network Latency**

For each 1% of substandard performance the Client will receive 1 day of service credit. Only one of Client Circuit Availability, Network Backbone Availability or Network Latency can be claimed in a single month.

#### 5.9.3 **Client Circuit Availability**

For each 1% of lack of availability the Client will receive 1 day of service credit. Only one of Client Circuit Availability, Network Backbone Availability or Network Latency can be claimed in a single month.

#### 5.9.4 **Client Circuit Repair Time**

For faults that are not remedied within the 6 business hours above the following remedies will be applied to the Client's account:

6-8 hours	1 day
8-12 hours	1.5 days
12-16 hours	2 days
16-24 hours	2.5 days
24+ hours	3 days

## 6.0 **Claims**

To claim against this SLA the Client must submit a claim in writing to: SLA Claims, NTE Limited, 7 Camberwell Way, Moorside Park, Doxford, Sunderland, SR3 3XN, UK. Providing the information shown in the section entitled 'Remedies' above. NTE aims to reply and resolve all such claims within 30 days of receipt. Claims must be made within 28 days of the incident and proof of posting is not a proof of receipt.

## 7.0 **Fault reporting and network maintenance**

7.1. The Client shall report all faults relating to the Service to support@nte.works or the standard support telephone numbers provided with the Service. NTE shall notify the Client when any faults are resolved, and the Service is operating correctly.

7.2. As with any network, from time to time maintenance will be required. NTE shall endeavor to keep disruption of the Service to a minimum.

7.3. In the event of scheduled maintenance where NTE are aware that the maintenance work will affect the Service, NTE shall inform the Client providing at least 7 days' notice.

7.5. In the event of unscheduled or emergency maintenance NTE shall endeavor to contact the Client, but due to the nature of this work this may not always be possible. In these events NTE shall make adequate provisions to provide up to date information about the maintenance work to the Client by means of the emergency contact numbers provided with the Service.

## 8.0 Additional Information

NTE reserves the right to amend, modify or alter the thresholds and metrics measured by the SLA or change the level of remedy afforded to Clients. Changes will be notified to the nominated contact at the Client organisation on a 30-day basis.

## 9.0 Meaning

For the avoidance of doubt the following terms have been used in this document and have the following meanings:

**“Attached Device”** is defined as being the piece(s) of hardware that connect directly to the NTU (Service Provider router).

**“Backbone”** is the network which carries the MIA service and includes all links, hardware and devices used to transmit packets. For the avoidance of doubt, the (NTU) Network Termination Unit provides the demarcation point between the Carrier network and Client's network at the Client Site.

**“Cancellation Charge”** will be levied to cover all reasonable costs incurred as a result of cancellation or modification prior to the Carrier Fit and Test Date.

**“Carrier”** is the network operator providing the MIA connection and network backbone.

**“Carrier Fit and Test Date”** is the circuit fit and test date arranged by the Carrier. The Carrier's engineer will attend site, complete the fibre installation and perform a test of the service back to the main network. Please note that this is not the date by which you can start to use the circuit, there are additional handovers which need to take place before the circuit is ready for use. We estimate that from carrier fit and test to NTE handover normally takes around 10 working days.

**“Client”** means the person, firm or company purchasing or agreeing to purchase goods or services from the Company (NTE Limited).

**“Minimum Period”** means the Contract Term as stated in the NTE Managed Internet Access (MIA) Order Form.

**“NTE’ and ‘NTE Limited’** is the Company, N.T.E. Limited, 7 Camberwell Way, Moorside, Sunderland, SR3 3XN. Number 3451873.

**“Remedy”** is a credit made to a Client’s account upon the confirmation that a breach of this SLA has been made. NTE will apply credit within 30 days of the confirmation of a breach and the Client is expected to continue to make payments to cover outstanding invoices until such time as the credit has been applied. At no stage will NTE make payments other than in the form of service credits.

**“Traceroute”** is a generic term for several different software tools capable of providing network path diagnostics. Due to the nature of the protocol used (ICMP) and the priority applied to efficiently route packets within NTE’s network, instantaneous results from a router may indicate a breach of this SLA but repeated tests must be taken to eliminated expected performance changes due to load. Clients should also be aware that ICMP echo requests may be suppressed for network security reasons and other diagnostic measure may be requested in these instances. A breach of SLA will not be remedied should such a security measure be in place.

*End – V3*