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Schedule document

## N4Protect and N4Protect+ services

#### Public

Node4 Limited

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# Schedule document

N4Protect & N4Protect+

This schedule contains additional terms and conditions, service description & Service Levels applicable to the Node4 Protect and Node4 Protect+ Services and should be viewed with associated Order Form, Node4’s General Terms and Conditions and the Acceptable Use Policy.

## Overview

The N4Protect and N4Protect+ Services provide the Customer with a suite of fully managed Next Generation Firewall (NGFW) services and options, provided as managed services from high-availability multi-tenant platforms hosted in the N4 core network.

N4Protect and N4Protect+ is provided to Node4 customers from the Node4 Data Centre estate. Each customers’ configuration is treated as unique and will be customised according to the protection provided for that particular environment.

###  N4 Protect

The N4Protect service offers a simple firewall and provides the customer with the ability to add NGFW features at a later date with minimal disruption to service.

Node4 protect includes:

* Up to 20 NAT rules
* Up to 30 Access Rules
* Up to 4 zones (inside/outside/trusted/untrusted)
* VPN termination: 2 site-to-site and 1 client group with local authentication
* N4Protect+

N4Protect+ service improves on the above and provides the customer with NGFW features as follows:

* Up to 400 firewall policies
* Up to 6 zones (see 1.3) (inside/outside/trusted/untrusted)
* VPN termination: 5 site-to-site and 2 client groups with local or LDAP authentication
* URL Filtering
* Application Control
* Email Filtering
* Load Balancing
* LDAP integration
* Traffic Shaping
* Reports (Scheduled)
* N4Protect+ Options

The following advanced NGFW features are available to N4Protect+ customers as chargeable options:

* Data Leak Prevention
* IPS/IDS (includes 2 additional zones)
* Antivirus (includes 2 additional zones)
* Reports (Advanced)
* N4PROTECT DDOS

N4Protect DDoS and N4Protect DDoS+ services provide the customer with mitigation in the event of a DDoS attack and are separate services not included within N4Protect or N4Protect+ services.

Customers without N4Protect DDoS or N4Protect DDoS+ Services may find themselves more readily exposed to hackers or cyber criminals. Node4 reserves the right to suspend service to any customer if that customer’s activity or inactivity threatens to impact the experience of the wider Node4 customer base.

## Definitions

**“Application Control”** means the ability to identify and control applications on networks and endpoints (PC, smartphones and tablets, etc.). This service refers to a database.

**“Customer Responsible Faults”** means in the event that a Service Affecting or Non-Service Affecting Fault is identified as being attributable to Customer Provided Equipment, Premises, Customer power supplies, or the action of the Customer, employees or agents of the Customer, the fault shall be deemed the responsibility of the Customer. Any downtime shall not be included in service availability measurements and does not qualify for compensation.

**“Database”** means a list within the Node4 Equipment or service which is updated automatically for the contract term by the FortiGuard service.

**“Data Leak Prevention”** means the ability to control exfiltration of files and integrate with watermarking and digital fingerprinting

**“Email Filtering”** means both spam and word filtering in IMAP, POP3 and SMTP mail. This service refers to a database.

**“Fault Ticket Number”** means the unique number issued when logging a fault with Node4.

**“FortiGuard”** is the Database update service provided by FortiLabs.

**“IDS/IPS”** means the ability to identify, monitor and log and optionally stop recognised attacks. This service refers to a database.

**“LDAP Integration”** means the ability to integrate with the customers own LDAP server

**“Load Balancing”** means the ability to share inbound traffic between receiving hosts

**“Monthly Review Period”** means the calendar monthly periods commencing on the 1st of each month during the Term, over which Service performance measurements are calculated, provided that the first Monthly Review Period will commence on Ready For Service Notification;

**“Network Management System”** means Node4’s integrated network management systems;

**“Node4 Network”** means the network wholly owned and managed by Node4;

**“Non-Service Affecting Fault”** means a fault or condition which is not a Service Affecting Fault.

**“Planned Outage”** means in maintaining the service provided, Node4 may with reasonable notice require a temporary outage in service. Wherever possible Node4 will agree the outage with you in advance of the required work. Any planned downtime shall not be included in fault or service reliability measurements;

**“Service Affecting Fault (SAF)”** means any failure of Node4 Network, equipment or service, which, in our reasonable opinion causes a loss of a customer’s service. In all such cases the service shall be deemed unavailable and the length of downtime recorded by Node4 from when the fault is registered by Node4 and a fault ticket number allocated.

**“Service Availability”** means the time for which a Node4 service is usable, expressed as a percentage of the total time in a given Monthly Review Period. The Node4 service shall be deemed available for the purposes of calculating Service Availability if it is not usable due to an event outside our reasonable control, a Customer Responsible Fault, a Third Party Attributable Fault or is due to a Planned Outage.

**“Standard MAC”** means a change to one device which can be completed within 30 minutes by a technical support engineer between 7am and 7pm Monday to Friday.

**“Technical Support Centre”** means Node4’s fault management centre, which operates the Node4 Network Management System;

**“Third Party Attributable Faults”** means in the event that a Service Affecting or Non-Service Affecting Fault is identified as being attributable to a third party this measurement period shall not be included in service availability measurements. Such faults do not qualify for rebates or compensation. Node4 will endeavour to resolve and rectify such Third Party Attributable Faults as soon as possible.

**“Time To Resolve Fault (TTRF)”** means the length of time from the issue of the fault ticket number to repair and resolution or the service circuit and/or associated equipment.

**“Traffic Shaping”** means the ability to optimize performance by prioritizing traffic flows

**“URL Filtering”** means the ability to control access to certain web site types. This service refers to a database.

**“Virtual Domain”** (VDOM) A N4Protect customer’s unique context within Node4 Equipment

**“Zone”** means a separate virtual interface provided from a customers’ VDOM.

## Specific terms

The following terms and conditions shall apply when Node4 provides N4Protect/N4Protect+ Services to the Customer.

###  Customer cooperation

Node4 expects any customer to co-operate to provide full notice and visibility of any cyber-attack incident when required, and to treat advanced notification of such as urgent. This may include sharing of information such as ransom emails or telephone calls.

###  Fair usage policy

As part of our fair usage policy Node4 reserves the right to limit concurrent sessions to 50,000 per VDOM.

###  Third parties

The Customer commits to fully manage all their customers and suppliers directly. Node4 will not interface directly with any third parties working with the Customer unless by prior arrangement. If the Customer requires Node4 to provide their customers with a customer care or NOC service this is available on request and subject to Professional Service

Node4 shall not be liable in respect of any contract, agreement or relationship that Customer may have with any third party. If a dispute arises between Customer and a third party involving Node4’s N4Protect services, Node4 shall provide the Customer with reasonable information and assistance (to the extent that such is not adverse to Node4’s interests to Customer (at Customer’s expense) in the resolution of such dispute.

## Fees

Installation and rental Fees will commence when Ready For Service Notification is provided by Node4, this is following completion of firewall deployment and implementation of initial configuration.

Fees may comprise any or all of the following.

###  Installation and set-up fees

Any applicable design, configuration, and installation Fees for the implementation of the N4Protect and N4Protect+ services as detailed on the Order Form.

The set-up of any additional services or advanced configuration will incur additional Fees.

###  Rental fees

Rental Fees for each service are charged separately and are paid monthly in advance based on the Services, N4protect, N4 Protect+, N4 Protect DDOS, Internet Bandwidth (CIB) and public IPv4 addresses.

###  Additional service fees

Additional tasks undertaken by Node4 at the request of the Customer or activities undertaken by the Customer which require the remote support of Node4 personnel will be charged at the hourly rates shown below.

|  |  |  |
| --- | --- | --- |
| **Time Support Required:** | **Per Hour** | **Per Day** |
| **Mon – Fri****Business Hours** | £60.00 Per Hour | £480.00 |
| **Mon – Fri****Other Times** | £100.00 Per Hour | POA |
| **Saturday** | £100.00 Per Hour | POA |
| **Sunday** | £100.00 Per Hour | POA |

Time is charged by the hour. These rates are for a trained technician and are subject to an annual review by Node4. For advanced engineers with MCSE or CCIE status please contact Node4 for pricing.

## Customer responsibilities

In order to deliver the service we expect the customer to provide:

* LAN IP Addressing information
* Liaison with Node4 Engineering, Provisioning and project management teams.
* Liaison with Node4 Customer Support teams.

## Provision of services

The N4Protect and N4Protect+ services provides the customer with NGFW firewall services from the Node4 network. The service may protect the internet facing resources of N4Cloud, Co-Lo or MPLS customers.

For On-Premises protection a Node4 managed firewall can be provided – contact your Node4 account manager for further details.

###  Site equipment

The N4Protect customer is provisioned in a Virtual Domain on Node4 hosted Equipment. No customer premises equipment (CPE) is provided with the N4Protect service.

###  Hosting and co-location

Any hosted services are identified on the order form and are subject to the Co-location Service Schedule.

###  IP addresses

The number of IP addresses assigned as protected by the N4Protect and N4Protect+ services will be identified on the order form.

It is the customer’s responsibility to use their assigned IP addresses. Use of non-assigned IP addresses will result in immediate disconnection from the network.

###  Customer support

N4Protect and N4Protect+ are provided with full management and Node4 Gold Support (24x7x365).

###  Monitoring and reporting

Node4’s core infrastructure is monitored on a 24/7 basis. This excludes customer premises equipment. Node4’s Advanced Monitoring Services are available for customers requiring additional monitoring.

Scheduled Reports are provided as standard and Advanced Reporting is optional for N4Protect+ Customers, or customers with a dedicated managed on-premises appliance. Advanced Reporting integrates with customers LDAP.

###  Maintenance window

Where Node4 plans to perform essential works Node4 will endeavour to perform such works during low traffic periods and will endeavour to give the Customer at least five (5) days prior notice. In the event of an emergency or Service affecting fault such notice may be less than 24 hours.

###  Professional services

Support on configuration is provided within business hours only and for a period not exceeding 15 working days from installation. Technical Support is provided for the configuration implemented by Node4; we will not provide support for configuration outside of the original customer requirement.

Additional Professional Services are subject to the price list below.

All incremental expenses incurred during these Professional Services will be passed directly to the Customer. Provisioning costs such as cabling will be discussed and agreed with the Customer in the Order Form.

###  Changes

Moves, Adds & Changes (MAC) are not provided as part of the standard service. If “Full Management” is taken and included on the Order Form an unlimited number of Standard MACs are included (fair use policy applies), Node4 will endeavour to complete Standard MACs within 3 Business Days.

Change requests conducted outside of the support contract, or change request implemented outside normal business hours will be dealt with as chargeable projects and subject to the Support and Professional Services Fess in 4.3.

## Fault reporting and management

###  Fault handling

Faults are handled as outlined in the Incident Management Service Schedule.

###  Fault duration

All faults recorded by the Network Management System will be reconciled against the corresponding fault ticket raised by the Technical Support Centre. The exact fault duration will be calculated as the elapsed time between the fault being reported to the Technical Support Centre and the time when Service is restored.

###  Time to repair

Gold Support is included in the N4Protect service.

Business hours

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Description** | **Cat 1** | **Cat 2** | **Cat 3** | **Cat 4** | **Cat 5** |
| **Faults & Technical Queries Acknowledge-ment\*** | 30 mins | 30 Mins | 1 Hour | 2 Hours | 1 Day |
| **Remedial Engineer Actions Commence** | 1 Hour | 2 Hours | 4 Hours | 12 Hours | N/A |
| **Time to Resolve Fault\*\*** | 5 Hours | 5 Hours | 24 Hours | 72 Hours | 5 Days\*\*\* |

Non-business hours

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Description** | **Cat 1** | **Cat 2** | **Cat 3** | **Cat 4** | **Cat 5** |
| **Faults & Technical Queries Acknowledge-ment\*** | 60 mins | 60 Mins | Auto-MatedEmailRes-ponse | Auto-MatedEmailRes-ponse | Auto-MatedEmailRes-ponse |
| **Remedial Engineer Actions Commence** | 2 Hours | 2 Hours | N/A | N/A | N/A |
| **Time to Resolve Fault\*\*** | 5 Hours | 5 Hours | N/A | N/A | N/A |

All priority 1 & 2 faults should be raised via the tickets system then followed by a phone call.

\* Acknowledgement refers to an automated service which generates a response and alerts engineers of a service failure; or where there is dialogue between the client and the engineer.

\*\* We will use reasonable endeavours to adhere to the TTRF guidelines. Where fault resolution involves third parties, or hardware replacement, then this is subject to the support contracts in place with those parties. For Uncontended Services the TTRF assumes that the BT Enhanced Care option has been taken as outlined in 5.2

## Service credits

Node4 will provide the Customer with Service Credits, as set out below, for the failure to meet the following targets:

###  Service availability

The Service is “Available” when the customer connection can send and receive IP traffic.

The following equation will be used to calculate Service Availability. References to hours are to the number of hours in the applicable Monthly Review Period:

**((Total hours – Total hours Unavailable)/Total hours) x 100**

Credits for Outages will be calculated on a monthly basis and will be based upon the cumulative elapsed time of any Outages and the monthly Charge for the Service for each Customer Site.

Node4’s goal for N4Protect Service is to achieve a minimum of 99.999% Service availability per month.

|  |  |
| --- | --- |
| **Total Monthly Outages at the Relevant Customer Site (Percentage)** | **Service Credits (Percentage of Monthly Recurring Charge for the Service at the Relevant Customer Site)** |
| **99.999% and above** | 0% |
| **<99.999% - 99.5%** | 5% |
| **<99.5% - 99.0%** | 10% |
| **<99.0%** | 20% |

###  Calculation of service credits

Where a Monthly Review Period incorporates part of a month, any Service credit will apply to a pro-rated Monthly Charge.

Service credits will be calculated monthly, aggregated and credited to the Customer on a quarterly basis. If a Service is cancelled during a Monthly Review Period, no Service credit will be payable in respect of that Circuit for that Monthly Review Period.

The Customer must claim any Service credit due to a failure to meet the Service levels, in writing, within twenty one (21) business days of the date at which the Customer could reasonably be expected to become aware of such failure. The Customer shall not be entitled to any Service credits in respect of a claim unless and until Node4 has received notice of the claim in writing in accordance with the above. Should Node4 require additional information from the Customer, the Customer shall assist, and shall not be entitled to any Service credits until Node4 has received all the information it has reasonably requested.

### 8.3 Exclusions to payment of service credits

Service credits will not be payable by Node4 to the Customer in relation to the Service Availability for faults or disruptions to the Service caused by any of the following:

* The fault, action or negligence of the Customer, its employees, agents or contractors;
* The Customer failing to comply with Node4’s Standard Terms and Conditions;
* A fault in, or any other problem associated with, equipment connected on the Customer’s side of the Node4 Network Termination Point, except where such fault or problem is directly caused by the fault action or negligence of Node4, its employees, agents or contractors;
* Any event described in Clause 10 (Force Majeure) of Node4’s Standard Terms and Conditions;
* A failure by the Customer to give Node4 access to any equipment after being requested to do so by Node4; or
* Maintenance during any Planned Outage;
* Where the customer is unable to provide 24 hour site access;
* Faults relating to PSTN or Analogue Phones lines.

Service credits are not applicable for more than one breach of any targets outlined in this document arising from the same occurrence.

In respect of any Monthly Review Period, the total amount of any service credit payable in relation to any service level breach shall not exceed 50% of the Monthly Charge for the affected Service.

The provision of Service credits shall be the sole and exclusive remedy for the failure to meet targets for the Co-location service. Node4 shall have no additional liability to the Customer.