



Schedule document

Managed connectivity equipment

Public
Node4 Limited
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This schedule contains additional terms and conditions, service description and service levels applicable to the Managed Connectivity Equipment Services and should be viewed with associated Order Form, Node4's General Terms and Conditions and the Acceptable Use Policy.

1. Overview

Node4 Managed Connectivity Equipment provides the Customer with equipment and hardware to support existing services or on a standalone basis.

2. Definitions

"Incident" means an unplanned interruption to a service or a reduction in service quality

"Installation Fee" means charges payable by the Customer for the installation of the service as provided in the Order Form;

"Professional Service Fees" means the professional service charges detailed on the Order Form or otherwise agreed in writing between the Parties in accordance with Clause 4 below;

"Equipment" means for the purpose of the document, means any equipment described in the Order Form supplied and monitored by Node4.

"Service Affecting Incident" means any failure of the 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 Incident is registered by Node4 and a Service Ticket allocated.

"Service Desk" means the single point of entry for all Service Tickets and Service Requests which can be accessed over the phone, by email or via our portal.

"Service Request" means a request for a change for information

"Service Ticket" means the tickets which are raised in relation to Incident or Service Request

3. Specific terms

The following terms and conditions shall apply when Node4 Managed Equipment Services to the Customer.

3.1 Cancellation before delivery

If the Customer cancels the service prior to installation by Node4, but after the Node4 has committed to an agreed installation date, Node4 will pass on any costs incurred.

3.2 Exclusions

Node4 will not complete any on site installations, or an onsite or remote moves adds or changes (unless defined on the order form).

Under no circumstances will Node4 be responsible for hardware that has been damaged, lost or corrupted by misuse or configuration by or on behalf of the Customer, physical damage or theft by the Customer or its employees or any unauthorised changes or the environment being outside of manufacturers operating guidelines for the equipment.

3.3 Third parties

Node4 shall not be liable in respect of any contract, agreement or relationship that the Customer may have with any third party. If a dispute arises between the Customer and a third party involving Node4's 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.

4. Fees

Installation and Rental Fees associated with each individual access component will commence when Ready For Service Notification is provided by Node4.

4.1 Reoccurring fees

Rental Fees are paid either monthly or annually in advance based on the support provided and any other related service and are identified on the Order Form.

4.2 Set-up fees

Any applicable Design, Configuration, and Installation Fees for the implementation of the Service shall be detailed on the Order Form.

4.3 Professional service fees

If required initial Professional service requirements will be stated on the Order Form.

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
Mon – Fri 07.00 – 19.00	£80.00 Per Hour
All Other Times	£120.00 Per Hour

Time is charged by the hour. These rates are for a trained support / provisioning engineers and are subject to an annual review by Node4. For advanced engineers please contact Node4 for pricing.

5. Customer responsibilities

In order to deliver the service Node4 expect the customer to provide or purchase from Node4:

- Any technical information for the implementation of the equipment.
- Assistance for the service provider when they visit the customer site (Abortive site visits are chargeable).
- Guiding the Node4 Engineer to a preferred installation point at the customer site.
- Provide the required Power, connectivity and suitable space for equipment.

After installation, any changes to configuration or administration, such as adding, deleting or amending users, modifying equipment rules, VPN policies or amending network configuration must be provided by the Customer in writing.

It is the responsibility of the Customer to ensure that antivirus security is deployed. Firewall options may be purchased from Node4 if required.

The Customer must notify Node4 immediately if it believes there has been any kind of unauthorised access to the Equipment.

It is the responsibility of the Customer to insure the Equipment against accidental damage, loss and theft.

The Equipment may be marked as being an asset belonging to Node4 with an asset tag. The Customer will not remove, alter or deface this asset tag.

6. Provision of service

6.1 General

The Service is for the usage of managed equipment.

6.2 Equipment

The Agreement includes the delivery, configuration, monitoring and maintenance of Equipment.

The manufacturer, model and supported features of the Equipment are specified in the Order Form.

The Equipment remains the property of Node4 and will be returned to Node4 on termination of the Agreement or at the end of the Initial Term.

In the event of irreparable equipment Node4 is responsible for delivering a repair or a new device in accordance with your support contract, as defined within your Order Form.

Replacement Equipment will be provided in accordance with your support contract only once the unit has been deemed irreparable by Node4. Replacement Equipment may be new or reconditioned units of equivalent or better value.

6.3 Monitoring

Node4 will monitor the Equipment for potential Incidents and use reasonable endeavours to resolve these prior to an actual Incident occurring.

6.4 Firmware

It is the responsibility of Node4 to keep the firmware on the equipment within a vendor supported level..

6.5 Backup

Node4 will retain a backup of the Customer's initial configuration, which can be recovered in the event of hardware failure or misconfiguration.

6.6 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 Incident such notice may be less than 24 hours.

6.7 Professional services

Node4 can provide a full range of Support & Professional Services including but not limited to:

- On-site installation of routers, switches & firewalls
- Remote support services
- Network, router, switch and firewall management
- Monitoring and reporting
- Network engineering and Design
- Project Management
- Pre-configuration of routers and firewalls (this means that the router is pre-configured at Node4 and delivered to the customer site. The customer will have to provide someone on-site to connect the router)

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.

The Professional Services are subject the Professional Service Fees. Specific rates for large or repeat orders can be agreed on a case by case basis in writing.

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.

6.8 Changes

Moves, Adds & Changes (MAC) are not provided as part of the standard service. If defined on the Order Form Standard MACs are included (fair use policy applies).

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 Fees in 4.3.

7. Incident management

Incidents are handled as outlined in the Incident Management Schedule.

7.1 Incident duration

All Incidents recorded by the Service Desk will be reconciled against the corresponding Service Ticket raised by the Service Desk.

The exact Incident duration will be calculated as the elapsed time between the Service Ticket being opened and the time when Service is restored.

7.2 Time to repair

Node4 aims to respond, update and resolve Incidents in relation to the Managed Connectivity Equipment causing a loss of service within the time frame defined in the table below.

Service as defined on the Order Form:	Target Time To Repair (TTTR)
24 x 7	8 Hours
8 x 5	16 (Business) Hours

Node4 will use reasonable endeavours to adhere to the TTRF guidelines. Where Incident resolution involves third parties, or hardware replacement, then this is subject to the support contracts in place with those parties.

8. Service credits

Service credits are not available for managed connectivity equipment Services.