Schedule document
ConnectVDC Service

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

1. Overview

Node4's ConnectVDC Service provides the Client with a resilient connection between the client's existing MPLS service and a single Node4 Virtual Data Centre (VDC) instance.

2. Definitions

"Client Responsible Incident" means in the event that a Service Affecting being attributable to Customer Provided Equipment, Premises, Customer power supplies, or the action of the Customer, employees or agents of the Customer, the Incident shall be deemed the responsibility of the Customer. Any downtime shall not be included in service availability measurements and does not qualify for compensation.

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

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

"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.

"Node4 Network" means the network wholly owned and managed by Node4.

"Non-Service Affecting Incident" means an Incident or condition which is not a Service Affecting Incident.

"Planned Outage" means proactive work required to maintain 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 Incident or service reliability measurements.

"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.

"Service Affecting Incident" means any failure of Node4 service, which, in our reasonable opinion causes a loss of a client'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 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 Client Responsible Incident, a Third-Party Attributable Incident or is due to a Planned Outage.

"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.

"*Standard MAC"* means a move, add or change that is considered a standard change, which is a routine change that can be completed within 30 minutes by a Node4 Network Support Engineer within the hours of Monday-Friday 7am-7pm.

"Time to Resolve Incident" means the length of time from the issue of the Service Ticket to repair and resolution or the service circuit and/or associated equipment.

"*VDC"* means the Node4 Virtual Data Centre hosting platform.

"VDC Instance" means a single VDC tenant and associated "Edge Gateway" for a single Client within a single VDC Site.

3. Specific terms

The following terms and conditions shall apply when Node4 provides ConnectVDC to the Client.

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

3.2 Changes
Client's may upgrade the bandwidth on their ConnectVDC service at any point.

Bandwidth modifications requiring a change to the connection bearer may be service impacting, Node4 will inform the Client of this in advance of completing the modification.

ConnectVDC cannot be moved from one VDC instance to another, a cease and new provision would be required in order to deliver a ConnectVDC connection into another VDC instance.

Downgrades are not permitted within the Initial Term

3.3 Termination
The client can terminate the service by providing 30 days' written notice, such notice not to expire before the end of the Initial Term .

4. Fees

Installation and reoccuring Fees associated ConnectVDC service will commence when the implementation of such Product or Service is completed by Node4 and such Product or Service is available for use by the Client this will follow provisioning of the connection by Node4 and it being avaible for use by the Client.

4.1 Reoccurring fees
Reoccurring fees are paid in advance at the agreed interval based on the services, support and any other related services provided as 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 or in a Scope of Works (SoW) that is to be agreed with the client and accompanies the Order Form.

4.3 Professional service fees
Initial professional service requirements will be stated on the Order Form.

Node4 will provision the ConnectVDC service to provide connectivity from a client's existing Node4 MPLS network instance to one VDC Instance. Additional configuration may be required for bespoke or more complex connectivity and routing requirements, which may include where the Client has multiple MPLS network instances or the use of dynamic routing protocols. Additional charges will be applicable in these or similar instances.

Additional tasks undertaken at the request of the Client by Node4 personnel, will be charged at rates agreed between the parties in advance.

4.4 Termination fees
Node4 will notify the Client of any Additional Fees incurred from third parties resulting from changes or cancellations to the services provided, any additional fees will be included on the next invoice.

5. Client responsibilities

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

- VDC Instance
- Node4 MPLS network instance
- ConnectVDC service for each VDC Instance
- IP Addressing information
- Liaison with Node4 Engineering, Provisioning and project management teams.
- Liaison with Node4 Client Support teams.

- Agree a Scope of Works that details which MPLS services are to utilise the ConnectVDC service

6. Provision of service

6.1 General

The Service is for the supply and usage of ConnectVDC, utilising Node4's core network and connecting a Node4 MPLS network instance to a single VDC Instance.

ConnectVDC provides private connectivity between a Node4 MPLS network instance and a single VDC Instance, this service does not provide internet access which must be implemented separately if required.

6.2 IP addressing and routing protocols

The client must provide or approve the use of suitable private IP address ranges for use on the ConnectVDC service and within the VDC Instance.

6.3 Client support

Node4 provides the service direct to the Client. The Client commits to fully manage all their end customers and suppliers directly. Node4 will not interface directly with any third parties working with the Client. If the Client requires Node4 to provide their clients with a customer care or NOC service this is available on request and subject to Professional Service Fees.

6.4 Monitoring

Node4's core infrastructure is monitored and supported on a 24/7/365 basis. Node4 monitoring systems will alert Node4 technical support teams where pre-determined network conditions occur on the core network infrastructure that require further investigation.

ConnectVDC is delivered via the Node4 core network infrastructure as a resilient access platform for MPLS to VDC services. ConnectVDC connections are logically separated service instances on shared physical infrastructure. Node4 monitor this shared physical infrastructure and will inform clients where Service Affecting Incidents are detected.

Monitoring of client specific logical instances is limited to bandwidth utilisation only.

6.5 Maintenance window

Where Node4 plans to perform system maintenance, Node4 will make reasonable efforts to perform such maintenance after UK business hours and during low traffic periods, providing the Client with at least ten (10) days prior notice.

In the event of an emergency change or Service Affecting Incident, Node4 may be unable to provide such notice. In this case, Node4 will provide as much notice as is reasonably possible.

This notice may be provided on N4Status (www.n4status.co.uk) rather than a direct notification. Clients can subscribe to status updates on the N4Status website to receive automated direct notifications.

6.6 Service Changes

Node4 will provide advice, planning and implementation of 1 Standard MAC's per month on the ConnectVDC service. Moving ConnectVDC from one VDC Instance to another is not possible.

The Customer must raise these requests as change request cases using Node4's Service Desk. All Node4 support is to be provided remotely as standard.

Node4 periodically updates the Standard MAC list based on factors like complexity, success/failure rates, and time to complete tasks. Since this list can change, clients can get the latest version by contacting Node4's Service Desk.

For changes that do not meet the criteria of a Standard MAC or in excess of 1 hour per month, these can be completed on a per requirement basis subject to an agreed scope and additional Professional Services Fees.

6.7 Cyber Incidents and Notices

The Client must provide full notice and visibility of cyber-attacks, threat, incidents or advanced notice thereof. Also sharing details of related information such as ransom emails or telephone calls.

6.8 Penetration and Stress Testing

Penetration tests or stress tests must be notified in advance and authorised by Node4 before commencement. Security services may need to be disabled for the duration of penetration or stress

tests. Requests for authorisation of penetration tests or stress tests should be made with a minimum of 10 working days notice and will be categorised as a Level 5 service request.

6.9 Off-boarding

Where the Client ceases the ConnectVDC service, Node4 will de-activate the service and remove associated configurations.

Node4 will aim to complete this in a reasonable timeframe, working with the Client to agree appropriate milestones where possible to ensure a smooth transition.

Where a Client requires support from Node4 to migrate or transition away from Node4 services, such as to engage with a third party, additional Professional Service Fees may apply.

6.10 Service Exclusions

Node4's ConnectVDC service neither offers nor provides:

- Log monitoring, analysis, or reporting.
- Security monitoring, analysis, or reporting.
- Security engineering or consulting.
- Support for services that are not contracted through Node4 or are delivered by third parties.
- No named or allocated engineers, all support queries, or moves, add and changes, will be handled by a pool of relevant Node4 or contracted third party engineers.
- Project-related request activity.
- A VDC instance or any VDC resources.
- The transfer of any 3rd party licenses to the client.

7. Incident management

7.1 Incident handling

Incidents are handled as outlined in the Incident Management Schedule Document.

7.2 Hours of support

The service is offered with Gold support:.

Support Hours	
Gold	Priority 1 and 2 - Support hours 24/7

Priority 3,4 and Service Request - Support hours between 7am and 7pm weekdays, excluding bank and national holidays

7.3 Incident priority

Each new Incident will be assigned a priority level by the Service Desk based on the following definitions. These levels allow us to prioritise resources and escalate where appropriate.

Priority	Description
1 - Critical	A major Incident resulting in total loss of service.
2 - High	A major Incident resulting in a severe service degradation or loss of service to a significant percentage of users.
3 - Medium	A minor Incident resulting in a limited or degraded service or a single end user unable to work.
4 - Low	General, single user with degraded service, non-service affecting support.
5 - Service Request	Request for a change to an existing service or system, a request for information or simple questionnaire to be completed.

7.4 Incident duration

All Incidents recorded by the network management system 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.

7.5 Time to repair

Node4 aims to respond, update and resolve Incidents in relation to the Connectivity services within the following times:

Priority	P1*	P2	P3	P4	Service Request
Response / Acknowledgement	30 Mins	1 Hour	2 Hours	4 Hours	12 Hours

Commencement	1 Hour	2 Hours	4 Hours	N/A	N/A
Frequency of Updates	1 Hour	2 Hours	12 hours if Resolve / Target to Fix exceeded		
Resolve / Target to Fix	5 Hours	8 Hours	12 Hours	36 Hours	60 Hours
Resolve / Target to Fix	7 Hours	12 Hours	24 Hours	60 Hours	60 Hours
Resolve / Target to Fix	24 Hours	36 Hours	48 Hours	60 Hours	60 Hours

Resolution times in the table above do not apply where there is a Client Responsible Incident, a Third-Party Attributable Incidents or events outside Node4's reasonable control, any incidents including these aspects will be excluded from reporting provided.

All priority 1 & 2 Incidents should be raised via the Service Desk system by a phone call. Should a priority 1 or 2 incident be raised via the portal or e-mail, the Client is required to follow this up with a corresponding phone call to enable work to commence immediately on the issue.

8. Service Level Agreement

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

8.2 Service availability
The Service is "Available" when the client connection is can send and receive IP traffic.

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

((Total minutes – Total minutes Unavailable) / Total minutes) 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 Fee for the Service for each Client Site.

Node4's goal is to achieve the Service availability per month for each Connectivity Service as defined in the table below;

Service Credits (percentage) of monthly recurring Fees for the Connectivity Service at the relevant (Client Site)	Total monthly Availability at the relevant Client Site (Percentage)
0%	99.99% and above
5%	<99.99% – 99.5%
10%	<99.5% - 99.0%
20%	<99.0%

8.3 Calculation of services credits
Where a Monthly Review Period incorporates part of a month, any Service credit will apply to a pro-rated Monthly Fee.

Service credits will be calculated monthly, aggregated and credited to the Client 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 Client 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 Client could reasonably be expected to become aware of such failure. The Client 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 Client, the Client shall assist, and shall not be entitled to any Service credits until Node4 has received all the information it has reasonably requested.

8.4 Exclusions of payment of service credits
Service credits will not be payable by Node4 to the Client in relation to the Service Availability for Incidents or disruptions to the Service caused by any of the following:

- The Client failing to comply with Node4's Standard Terms and Conditions;
- An Incident, or any other problem associated with, equipment connected on the Client's side of the Node4 Network Termination Point, except where such Incident or problem is directly caused by the 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;
- Maintenance during any Planned Outage
- Where the client is unable to provide 24 hour site access

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

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