

# Schedule document

**Managed connectivity equipment** 

Public Node4 Limited 01/06/2024



# Schedule document

# **Managed connectivity equipment**

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 Client 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 Client 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 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 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 Client.

### 3.1 Cancelation before delivery

If the Client 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 Client, physical damage or theft by the Client 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 Client may have with any third party. If a dispute arises between the Client and a third party involving Node4's 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.

#### 4. Fees

Installation and Rental Fees associated with each individual access component 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.

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

# 5. Client responsibilities

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

- Any technical information for the implementation of the equipment.
- Assistance for the service provider when they visit the Client site (Abortive site visits are chargeable).
- Guiding the Node4 Engineer to a preferred installation point at the Client 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 Client in writing.

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

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

It is the responsibility of the Client 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 Client 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 Client'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 Client 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 including:
  - 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 Client site. The Client 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 Client 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 Client. Provisioning costs such as cabling will be discussed and agreed with the Client 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. Asset management

#### 7.1 General

If defined on the Order Form Node4 asset management service captures and updates key information about managed devices into a CMDB portal, assigns a unique asset number from the service tag and provides reporting via a Client

accessible online portal and as part of the existing scheduled service reviews.

#### 7.2 Asset entity definition and data

Assets which can be included are assets that can have an agent installed / respond to polling (switch, router, firewall etc) - Data is updated at point the agent is polled or checks in, most recent data is therefore at the point the devices was last seen online. The following online assets can be included

- Router
- DSL modem
- Switch
- Firewall
- Wireless Access Point
- UPS (with ethernet management interface)

For these assets, the following information will be captured

Asset data fields
Date Purchased
Vendor Serial #
Warranty or Support Subscription
Warrantv or Support Expirv
Asset Tag (Physical)
Client Acc #
Registered User / Stock Location
Previous Registered Users
User Profiles Present
Accountable Manager
Last Audited Date
Registered Location of Asset
Installed Operating System
Patch Status
Last Seen - When
Last Seen - Where
Repair History
Parent/Child Relationships
MAC Address
Device Name

### 7.3 Asset tags

If defined on the Order Form Node4 will provide tamper proof asset management stickers which include a barcode and unique identifier.

A service for applying the tags to devices is available on request at an additional cost.



### 7.4 Reporting

Reports will be included in any existing scheduled service reviews.

A portal is provided with read only access for the Client with the ability to produce summary reports of the assets being managed. Access to the portal is optionally secured using Single Sign On (SSO) authentication, (SSO service available separately).

#### 7.5 Online asset service dependencies

The asset management services are depended upon the use of the tools provided by Node4.

# 8. Incident management

Incidents are handled as outlined in the Incident Management Schedule.

#### 8.1 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.

#### 8.2 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

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.

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.

### 9. Service credits

Service credits are not available for managed connectivity equipment Services.