



Schedule Document N4Protect and N4Protect+ services

> Public Node4 Limited 01/06/2024

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# Schedule document

# N4Protect & N4Protect+

This schedule contains additional terms and conditions, service description and 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.

# 1. Overview

The N4Protect and N4Protect+ Services provide the Client with a suite of 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 Clients from the Node4 Leeds and Northampton Data Centres . Each Clients' configuration is treated as unique and will be customised according to the protection provided for that particular environment.

# 1.1 N4 Protect

The N4Protect service offers a stateful packet inspection firewall and provides the Client with the ability to add NGFW features at a later date with minimal disruption to service.

Node4 protect includes:

- Up to 100Mbps total throughput
- Up to 50Mbps IPSec VPN throughput
- Up to 100 Firewall polices
- Up to 3 zones (inside/outside/dmz-1)
- Up to 5 VPN tunnels
- Up to 50 client VPN tunnels and 1 client group with local authentication

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

- Up to 1Gbps total throughput
- Up to 100Mbps IPSec VPN throughput
- Up to 400 Firewall polices
- Up to 3 zones (inside/outside/dmz-1)
- Up to 10 VPN tunnels
- Up to 100 client VPN tunnels and 4 client groups with local authentication or LDAP authentication
- URL Filtering

- Application Control
- Email Filtering
- Basic Load Balancing
- LDAP integration
- Traffic Shaping

# N4Protect+ Options

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

- IPS/IDS
  - Up to 250Mbps throughput
  - Up to 250 active polices
  - Antivirus o Up to 250Mbps throughput

# Security Reporting

N4Protect Reporting service is available to Clients as a chargeable option.

Firewall Security information and event management (SIEM) is available to Clients as a chargeable option.

# N4PROTECT DDOS

N4Protect DDoS and N4Protect DDoS+ services provide the Client with mitigation in the event of a DDoS attack and are separate services not included within N4Protect or N4Protect+ services. These are available to Clients as a chargeable option.

Clients 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 Client if that Client's activity or inactivity threatens to impact the experience of the wider Node4 Client base.

# 2. 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.

"Client Responsible Incidents" means in the event that a Service Affecting or Non-Service Affecting Incidents is identified as being attributable to Client provided equipment, premises, Client power supplies, or the action of the Client, employees or



agents of the Client, the Incident shall be deemed the responsibility of the Client. 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.

"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.

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

"LDAP Integration" means the ability to integrate with the Clients 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 when the implementation of such Product or Service is completed by Node4 and such Product or Service is available for use by the Client;

"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;

"Service Affecting Incident" means any failure of a 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 change to one device which can be completed within 30 minutes by a technical support engineer between 7am and 7pm Monday to Friday.

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

"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.

**"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 Client's unique context within Node4 Equipment

**"Zone"** means a separate virtual interface provided from a Clients' VDOM.

# 3. Specific terms

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

### 3.1 Client cooperation

Node4 expects any Client 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.

### 3.2 Fair usage policy

As part of our fair usage policy Node4 reserves the right to limit concurrent sessions to 5,000 for N4Protect and 10,000 for N4Protect+ per VDOM.

### 3.3 Third parties

The Client commits to fully manage all their Clients and suppliers directly. Node4 will not interface directly with any third parties working with the Client unless by prior arrangement. If the Client 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 Client may have with any third party. If a dispute arises between Client and a third party involving Node4's N4Protect 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 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 is following completion of firewall deployment and implementation of initial configuration.

Fees may comprise any or all of the following.

### 4.1 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.

#### 4.2 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.

#### 4.3 Additional service fees

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 we expect the Client to provide:

- Firewall policies
- Completed VPN request form
- IP Addressing information
- Liaison with Node4 Engineering, Provisioning and project management teams.
- Liaison with Node4 Client Support teams.

# 6. Provision of services

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

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

### 6.1 Site equipment

The N4Protect Client is provisioned in a Virtual Domain on Node4 hosted Equipment. No Client



premises equipment (CPE) is provided with the N4Protect service.

#### 6.2 Hosting and co-location

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

#### 6.3 IP addresses

The number of public IP addresses allocated to the CIB service will be identified on the order form.

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

#### 6.4 Client support

N4Protect and N4Protect+ are provided with standard MACs, standard monitoring and Node4 Gold Support (24x7x365).

#### 6.5 Monitoring and reporting

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

Advanced Reporting is optional for N4Protect+ Clients, or Clients with a dedicated managed onpremises appliance.

### 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 fault such notice may be less than 24 hours.

#### 6.7 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 Client 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 Client. Provisioning costs such as cabling will be discussed and agreed with the Client in the Order Form.

#### 6.8 Changes

Standard MACs are included (fair use policy applies).

Service Request conducted outside of the support contract, or Service 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.

# 7. Incident management

#### 7.1 Incident handling

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

#### 7.2 Incident duration

All Incidents recorded by the Node4 monitoring 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.

### 7.3 Hours of support

Support Hours relating to the N4Protect and N4Protect+ services are 24/7 for Priority 1 and 2 and between 7am and 7pm weekdays, excluding bank and national holidays for Priority 3,4 and Service Requests.

#### 7.4 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.

### 7.5 Time to repair

Node4 aims to respond, update and resolve Incidents in relation to the N4 Protect services within the following times

Priority	P1	P2	P3	P4	Servi ce Requ est
Response / Acknowledge ment	30 Mins	1 Hour	2 Hours	4 Hours	12 Hours
Commencem ent	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	4 Hours	8 Hours	12 Hours	36 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 Service Desk 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.

\* 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.

# 8. Service credits

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

# 8.1 Service availability

The Service is "Available" when the Client connection 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)/ 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 Charge for the Service for each Client Site.

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

Total Monthly Availability at the Relevant Client Site (Percentage)	Service Credits (Percentage of Monthly Recurring N4 Protect Charge for the Service at the Relevant Client Site)		
99.999% and above	0%		
<99.999% - 99.5%	5%		
<99.5% - 99.0%	10%		
<99.0%	20%		

### 8.2 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 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.

#### 8.3 Exclusions to 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 Incident, action or negligence of the Client, its employees, agents or contractors;
- The Client failing to comply with Node4's Standard Terms and Conditions;
- An Incident in, or any other problem associated with, equipment connected on the Client's side of the Node4 Network Termination Point, except where such fault 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;
- A failure by the Client to give Node4 access to any equipment after being requested to do so by Node4; or
- Maintenance during any Planned Outage;
- Where the Client 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 Client.