

Cable & Wireless Guernsey Data Centre Bandwidth and Network Access – Service Specific Terms and Conditions and SLA

The Bandwidth and Network Access (BNA) Service provides You with direct connectivity from Our Hosting Centres to Our Telecommunications Network. There are essentially three parts to the BNA Service, which are available as detailed below and comprise network access, dedicated connectivity and bandwidth.

DATA CENTRE SPECIFIC TERMS AND CONDITIONS

These Data Centre Specific Terms and Conditions should be read in conjunction with Data Centre General Terms and Conditions. Where there is conflict, the Data Centre Service Specific Terms and Conditions (as applicable) supersede the Data Centre General Terms and Conditions.

1 DEFINITIONS AND INTERPRETATION

The Data Centre General Terms and Conditions include definitions. These definitions are in addition.

“Bandwidth and Network Access Service” or “BNA Service” means the provision of specified network access, connectivity and bandwidth to You by Us which allows You to obtain access to the Internet under the terms and conditions of this Agreement.

“Cabinet” means a standard 19” wide rack, installed at a Hosting Centre with sidewalls and locking front and back doors.

“CAT 5” is the standard for copper cabling that is used in Our Hosting Centres to connect equipment to a copper network at Ethernet or fast Ethernet speeds.

“Cross Connect” is a cabling service, which is used to backhaul a physical link of any type from one point to another within a Hosting Centre or between Hosting Centres.

“Hosting Centre” means the site provided by Us to You with connectivity to Our Telecommunications Network used to provide hosting services to You.

“Hosting Centre Connection” means the section of the Hosting Centre Infrastructure that connects to the Hosting Solution Infrastructure. A Hosting Centre Connection can be either a Static Single Network Connection or a Static Additional Network Connection.

“Hosting Centre Infrastructure” means the Hosting Centre Connection and the link from the Hosting Centre Connection to Our Telecommunications Network.

“Hosting Solution” means a collection of services provided under the Data Centre General Terms and Conditions and any relevant Data Centre Service Specific Terms and Conditions taken as a single solution provided by Us to You.

“Hosting Solution Infrastructure” is the network based managed equipment used by Us and dedicated to Your Hosting Solution. It is comprised of Ethernet switches, routers, server load balancers and firewall load balancers.

“Inbound Traffic” means traffic travelling from the Internet towards Your equipment.

“Monthly Recurring Charge” (MRC) means a fixed monthly charge set out in Our Price List, which We charge You for the BNA Service provided under this Agreement.

“Monthly Variable Charge” (MVC) means a variable monthly charge set out in Our Price List, which We charge You for the BNA Service provided under this Agreement.

“Non Recurring Charge” (NRC) means a charge set out in Our Price List which We charge You on a single occasion, such as for the connection to the BNA Service provided under this Agreement.

“Outbound Traffic” means traffic travelling from Your equipment out onto the Internet

“RJ45 connectors” are the standard registered jack connectors for copper cabling that are used in Hosting Centres to connect equipment to a copper network.

“SC connectors” are the standard registered connectors for fibre optic cabling that are used in Hosting Centres to connect equipment to a fibre optic network.

“Static Single Network Connection” means a single non-redundant connection from Our Hosting Centres to Our Telecommunications Network.

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“**Static Additional Network Connection**” means an additional connection to provide redundancy by linking the same two points of a network as an existing Static Single Network Connection.

“**Supported Platform Document**” means the document detailing the standard makes, models and configurations of equipment and software We are able to support as part of Your Hosting Solution.

2. PROVISION OF SERVICE

- 2.1 We agree to provide You the BNA Service commencing on the Service Delivery Date subject to the provisions of this Agreement.
- 2.2 The BNA Service provides connectivity between Your Hosting Solution Infrastructure and Our Telecommunications Network, via Our Hosting Centre Infrastructure.
- 2.3 As part of the BNA Service, We will provide You with “**network access**” (see 4.1.1). This comprises:
 - 2.3.1 Installation of Your Hosting Centre Connection(s); and
 - 2.3.2 Installation and maintenance of the mandatory IP routing set-up for Your Hosting Solution.
- 2.4 You may choose to have either a Static Single Network Connection or a Static Additional Network Connection as the solution that We can provide You for Your Hosting Centre Connection. You will notify Us as to which form of Hosting Centre Connection You require at least 10 days before the Service Delivery Date or at any time during the term of this Agreement upon 10 days notice.
- 2.5 Both types of Hosting Centre Connections are provided as 100 Mbit/s ('Fast Ethernet'). The type and number of Your Hosting Centre Connection(s) will be specified by You in agreement with Us in the Order Form as required by 2.4 above.
- 2.6 If required, and subject to additional charges, We can provide You with “**dedicated connectivity**” (see 4.1.2). This comprises direct connections between Cabinets located in the same Hosting Centre. These connections, as may be specified, can be provided in either one of the following two ways:
 - 2.6.1 Copper Cross Connects (Cabinet-to-Cabinet) with CAT5 Cabling and RJ45 connectors; or
 - 2.6.2 Fibre Cross Connects (Cabinet-to-Cabinet) with multimode fibre cabling and SC connectors
- 2.7 At Your request We can also provide Cross Connects between Cabinets in different Hosting Centres provided by Us or between Your and Our Hosting Centres.
- 2.8 As part of the BNA Service, We will provide You with a set amount of “**bandwidth capacity**” (see 4.1.3) for a fixed monthly charge in addition to the network access and/or dedicated connectivity elements. You will notify Us as to Your requirements for bandwidth capacity at least 10 days before the Service Delivery Date.

3. REQUIREMENTS

- 3.1 In order for Us to provide the BNA Services to You, the following requirements apply:
 - 3.1.1 You must provide Us with a network design and detailed configuration documentation for Your Hosting Solution. You can, for an additional charge (which will be provided to You on request within an agreed timescale) use Our professional help and support to produce such documentation; and
 - 3.1.2 Prior to providing You with the BNA Service, We must approve the network design and the configuration documentation. If We are unable to approve such documentation then We will notify You of such event and provide details of how such documentation can be improved so as to enable Us to provide You the BNA Service or We will inform You that the BNA Service does not suit Your requirements.
 - 3.1.3 We may ask You to provide Us with information regarding Your use of any IP Addresses that We may assign to Your BNA service. This information is required to justify Our application to RIPE,

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the organisation that allocates IP Addresses through the Internet, and may be available on their web site. If You fail to supply this information We may cancel Your Order for a the BNA Service or terminate the Service if appropriate.

- 3.2 Subject to the limits set out in clause 3.3 below, You may change the selected bandwidth that applies to a given calendar month by giving Us written notice (in a form specified by Us from time-to-time) of the change by the 25th day of the preceding calendar month.
- 3.3 The following limits apply to You changing the selected bandwidth:
- 3.3.1 You may request a change only once each calendar month;
 - 3.3.2 You may, with written notice provided to Us by the 25th day of the month and no less than 90 days after the Service Delivery Date, request a change that would result in an MRC that is less than that initially specified in the Order Form ; and
 - 3.3.3 except as described above, You may request a change only if it would result in an MRC and/or MVC (as applicable) that is equal to or greater than that initially specified in the Order Form

4. CHARGES

- 4.1 The following categories of charges apply to the provision of the BNA Services by Us to You:

4.1.1 Network Access Connections

Services	Category of Charge	Nature of Charge
Network Access	Installation and basic configuration of Hosting Centre	NRC
	Static Additional Network Connection	MRC
	Your requested changes under clause 2.4 above	NRC

The actual charges are shown in Our relevant managed services Price Lists, which are available on request as shown in 4.1.3 below.

4.1.2 Dedicated Connectivity

Services	Category of Charge	Nature of Charge
Dedicated Connectivity	Installation of Cross Connect(s)	NRC
	Rental charge for Cross Connect(s)	MRC
	Your requested changes under clause 3.3 above	NRC

The actual charges are shown in Our relevant managed services Price Lists, which are available on request as shown in 4.1.3 below.

4.1.3 Bandwidth Capacity

As part of the BNA Service, We will provide You with a choice of bandwidth tariffs.

Capped Bandwidth Tariff. You have a set amount of bandwidth capacity for a fixed monthly charge in addition to the network access and/or dedicated connectivity elements. This option does not allow Your inbound or outbound traffic to burst above the set rate.

Burstable Bandwidth Tariff. Although You commit to a base level of bandwidth You are not limited to that set amount of bandwidth. Your inbound or outbound traffic can burst up to four times the base level or up to the maximum connection capacity available, which ever is the smallest. If the monthly base level is not exceeded You pay only the fixed Monthly Recurring Charge. However, if the base level is exceeded You pay an additional Monthly Variable Charge depending on the amount the base level was exceeded by.

We will use the following procedure each calendar month to determine the applicable monthly charges for bandwidth used.

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- We will take a sample every 5 minutes throughout the month to measure Your total inbound and outbound traffic levels.
- If the maximum rate does not exceed the base bandwidth level You have selected, the monthly Charge will consist of the fixed Monthly Recurring Charge for that level only.
- If the maximum rate exceeds the base bandwidth level We will determine the Mb used for each 5 minute interval. For any given month, We will ignore the top 5% of the measurements with the greatest Mb rate. The next greatest Mb rate will be used to bill on – the **'95% Rate'**.
- If the 95% Rate exceeds the base bandwidth level You have selected the bandwidth charge will consist of the fixed Monthly Recurring Charge plus a Monthly Variable Charge based on the number of Mb by which the 95% Rate exceeded the base level bandwidth.

Charges for the bandwidth element of the BNA Service are comprised of the following:

Tariff model	Description	Nature of Charge
Capped Bandwidth Tariff	Capped bandwidth provided at the rate You selected	MRC
Burstable Bandwidth Tariff	Burstable bandwidth provided at the rate You selected Additional bandwidth used when bursting	MRC MVC

The actual charges are shown in Our relevant managed services Price List, which is available on request from Cable and Wireless Guernsey Limited, PO Box 3, Upland Road, St Peter Port, Guernsey, GY1 3AB, by calling Business Sales on 01481 700600, or by sending an email to contact@cwguernsey.com.

5. GENERAL TERMS AND CONDITIONS

You should refer to the C&W Data Centre General Terms and Conditions for additional clauses under each of the above headings and in particular for the following:

Special Provision of Service	Use of Service	Connection of Equipment to the Service
Security	Domain Name	Charged Domain Name
The Network	Common Gateway Interface	Intellectual Property Rights
Confidentiality	Acceptable Use Policy	Export Control
Fault Repair	Term of Service	Temporary Service
Interconnection	Payment	Deposits and Payments in Advance
Default	Cancellation	Suspension
Termination	Call Monitoring and Recording	Accommodation, Power and Lightning Protection
Information and Permissions	Access to Premises	Complaints and Arbitration
Assignment	Copyright	Duration and Entire Agreement
Liability	Matters Beyond Reasonable Control	Notice
Use of Information	Severability	Variation
Waiver	Law	

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SECTION 2 – Service Schedule

This Cable & Wireless Service Schedule defines the standard provision target times and level of Fault response for Bandwidth and Network Access (BNA) Services within the Bailiwick of Guernsey.

Provision of BNA Service

BNA Services	Install within 10 working days of signed agreement.
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We will provide You with the Service on the terms and conditions as stated.

We plan to deliver a working service by the time agreed with You or within the maximum time for provision as stated on the Order Form.

Requests made to us relating to the provision of Service must be made in writing to:

Cable and Wireless Guernsey Limited,
Telecom House
Upland Road
St Peter Port
Guernsey
GY1 3AB

Notwithstanding and without limiting the generality of clause 35 of the C&W Guernsey Data Centre General Terms and Conditions, We will not be liable for any failure to meet the standard provision target times or level of Fault response cause by matters beyond Our reasonable control.

If You require any work for the provision of service to be undertaken outside of Normal Working Hours then a charge will be made based on the applicable hourly rate.

Fault Support for BNA Services

Fault Support	Via Customer Support Centre on 151 (or +44 1481 757418 from outside of the Bailiwick of Guernsey), 24 hours per day.
Fault Cover	24 hours per day.
Fault Response	Within 1 hour of receipt of Fault report.
Clear	Resumption of service within 8 hours.

Where a resolution to Your satisfaction cannot be made at the time of reporting the Fault then We will ask You to provide Us with a contact telephone number to enable reports on progress with the Fault clearance to be made.

We will:

1. provide advice by telephone
2. carry out tests and diagnostics on the Service
3. work to resolve the Fault within the agreed time period as stated in the table set out above

If We respond and work on a reported Fault and it is subsequently found not to be a Fault with Our Service then a charge will be made based on the applicable rate defined in the Price List for the Service.

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Service Level Target

We will use efforts We consider reasonable to ensure that Your BNA Service is available to You 99.999% of the time.

Service Level Agreement Credits for BNA Service Availability

If an Outage, which is not part of scheduled maintenance, is caused by a problem with equipment owned directly by Cable & Wireless Guernsey, or the C&W Internet backbone and this means that the BNA service is completely unavailable for Your use for 10 or more consecutive minutes You will be entitled to a BNA service Outage credit as shown in the table below:

Duration of BNA Outage	BNA Service Outage Credit
10 minutes to 60 minutes	1/30 of the monthly charge for the affected service
More than 60 Minutes	1/30 of the monthly charge for the affected service for each full hour of the BNA service Outage.

If You wish to claim under this Service Level Agreement You must write to Your C&W Account Manager within 60 days of the Outage to ask for a credit to be issued, subject to the following limitations:

- Credit will not be issued for the part month before the start of the first full calendar month following the Service Delivery Date.
- In that correspondence You include the circuit designation and the Fault number given to You at the time the Outage was reported. The time recorded on this report will be used to determine the start of the Outage. You may use ping tests when You believe there is an Outage, but We will not use these tests exclusively to decide whether an Outage exists.
- Total credits will not exceed seven 1/30 of the BNA service monthly rental in any calendar month.
- Credit not issued due to the maximum monthly credit limit will not be carried over to subsequent calendar months.
- Credit will not be issued to You in the event that the failure to meet the relevant service levels is caused by:
 - the fault or negligence of You or any of Your customers;
 - Your failure to comply with the Terms and Conditions of this Agreement;
 - a fault in, or any other problem associated with, the equipment connected to Your side of the Network Terminating Point;
 - matters beyond Our reasonable control, or;
 - any failure by You or Your customers to give Us access to any equipment, site or premises after a reasonable request by C&W to do so.

BNA Service Availability Measurement

We will monitor Your BNA Service in accordance with the principles set out below. In the event of a dispute between us relating to the availability of the BNA Service, then Our record will be deemed to be correct and decisive.

Upstream - From Our monitoring server, We will measure the availability of five of the most popular web sites on the public Internet by connecting to each site in turn (using http get scans) every 5 minutes and recording the number of successful connections against the number of attempted connections. Two sites are located in Britain, one in Germany, one in the US and one in Australia. In this way We will connect to a different region of the Internet every minute. If connection to four of the five sites is unsuccessful on two consecutive attempts or more We will declare an Outage has occurred upstream and start to take corrective actions.

Downstream – From Our monitoring server we will ping the port of Our router that Your equipment is connected to once every minute. If this test fails on five consecutive attempts or more We will declare an Outage has occurred downstream and start to take corrective actions.

We will use the recorded results of these tests to determine the time an Outage ends and inform You accordingly.

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If You ask Us to We will send a monthly report of these test results to an email address of Your choice.