

C&W Jersey Internet IP Feed

Service Specific Terms & Conditions and SLA

C&W INTERNET IP FEEDS PRODUCT DESCRIPTION

C&W Internet IP Feeds are permanent Internet connections, dedicated exclusively to a particular customer, providing access from the customer's site to the world wide web. They provide an always-available high-speed connection with no call charges, so that the cost is known in advance and budgeting is easy.

These connections can be used together with the customers' own computer system to allow the hosting of their own web server, email server or e-commerce application. C&W Internet IP Feeds can also be used to provide Virtual Private Networks or simple access to a central site for remote or home workers.

SECTION 1 – Service Specific Terms and Conditions

These C&W Service Specific Terms and Conditions should be read in conjunction with the C&W General Terms and Conditions and the Order Form. Where there is conflict these Service Specific Terms and Conditions supersede the General Terms and Conditions and the Order Form supersedes these Service Specific Terms and Conditions.

1. Definition and Interpretation

The C&W General Terms and Conditions include definitions. These definitions are in addition:

"ASN" (Autonomous System Number) a globally unique number assigned to an autonomous system, which is also referred to as a routing domain.

"BGP" (Border Gateway Protocol) is a protocol for exchanging routing information between gateway hosts (each with its own router) in a network of autonomous systems.

"Customer Premises Equipment" means Telecommunications Apparatus located at Your Premises and connected to a Telecommunications Network at a Network Termination Point.

"Domain Name" means an identifying name that locates an organisation or other entity on the Internet using a unique address.

"Internet" means the global network that links millions of computers, using phone and cable links. This provides worldwide communications to homes, schools, businesses and governments. The WWW runs on the Internet.

"IP Address" means an identifying number of a computer attached to the Internet. Every computer must have a unique IP Address. IP Addresses are written as four sets of numbers separated by full stops; for example, 212.30.8.1.

"LAN" means Local Area Network: a computer network technology designed to connect computers separated by a short distance.

"Network Termination Point" means any physical point of connection forming part of a Telecommunications Network at which another Telecommunications Network or Customer Premises Equipment may be connected.

"Outage" means a time when the IP Feed Service is not available as defined in Section 2.

"Price List" means Our Price List detailing the Service and other relevant information.

"RIPE" (Reseaux IP Europeens) is an independent, not-for-profit membership organisation that supports the infrastructure of the Internet through technical co-ordination in its service region.

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"Systems Administrator" means Your team of network engineers who manage Your network of accounts and systems.

"URL" means Uniform Resource Locator: a logical address that identifies a resource on the Internet.

"User ID" means a unique name that can be a combination of letters and numbers that is used to identify and authenticate You when connecting to a Service that We provide.

2. Provision of Service

- 2.1 Should cabling form part of the Service then this is provided on the basis of surface mounted wiring in a standard environment.
- 2.2 We will ask You to provide Us with information before We provide the Service regarding Your use of any IP Addresses that We may assign to Your IP Feed. You can produce this information at <http://ripe.cwgsy.net>. This information is required to justify Our application to RIPE, 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 an IP Feed or terminate the Service if appropriate.
- 2.3 If You have Your own ASN and IP addresses assigned by RIPE We will configure Our BGP during installation to route Your traffic. We will not normally charge for this additional work but We reserve the right to do so.
- 2.4 From the date of provision of the service it will be Your sole responsibility to manage Your ASN, BGP and IP addresses without Us becoming involved.

3. Telecommunications Equipment

You are responsible for any Telecommunications Equipment that We provide at Your Premises and for its safe and proper use. You must not interfere with it nor let anybody else do so, unless authorised by Us. If any part of Our Telecommunications Equipment is lost, destroyed or damaged, apart from fair wear and tear, You will be charged for its repair or replacement.

4. Payment

- 4.1 Rental for the Service will start on the Service Delivery Date, unless We notify You of a later date for the start of Service when rental will be payable from.
- 4.2 Rental is normally payable in advance but We may bill You in arrears. Except for temporary Service, You must pay rental in accordance with Our billing cycle. We will apportion rental on a daily basis for incomplete billing periods.
- 4.3 We reserve the right to charge interest and/or a late payment fee on any outstanding balances, in accordance with paragraph 12.3 of the C&W General Terms and Conditions.

5. Deposits and Payments in Advance

We may ask for payment in advance, which does not exceed the connection charge and rental for the term of Service requested, prior to providing the Service.

6. Termination

- 6.1 We may terminate this Agreement by giving You at least three months notice. If We give You notice then You must pay rental up to the expiry of the notice period. We will credit or refund the appropriate proportion of any rental paid in advance for the period after Your

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liability for rental ceases. If You have been suspended from Service due to non-payment of accounts We may terminate the Service after one month should payment still be outstanding.

- 6.2 You may by giving notice to Us at least six weeks before the expiry date of the Initial term of Service, terminate this Agreement on the expiry date. The Initial Term of Service may be one, two or three years as stated on the Order Form. If You terminate this Agreement during the Initial Term of Service You shall be liable for any outstanding charges for the balance of the Initial Term at the rate You have been paying for the Service. Outstanding rental charges shall not be payable if:
 - 6.2.1 the Service is replaced with another Service from Us that We deem to be comparable; or
 - 6.2.2 We materially change the rental charge or terms and conditions of this Agreement to Your detriment.
- 6.3 After the Initial Term of Service You may terminate this Agreement by giving Us at least 30 days notice in writing.
- 6.4 Your notice does not avoid any other liability for Service already provided.

7. Accommodation, Power and Lightning Protection

- 7.1 In order to provide Service We will have to place Telecommunications Equipment on Your Premises. You must provide a suitable location and environment for Our Telecommunications Equipment. You must prepare Your Premises before Service is provided according to any instructions that We may give You. We will take reasonable care when carrying out work on Your Premises but You will be responsible for any necessary re-decoration and for putting items back once We have completed the work.
- 7.2 You must supply at Your own expense, a suitable mains electricity supply and connection points, where We need them, if they are required for Our Telecommunications Equipment.
- 7.3 If You require You must provide at Your own expense, suitable lightning protection equipment for use with any Customer Premises Equipment associated with the Service.

8. Customer Premises Equipment

- 8.1 You must only connect Customer Premises Equipment to Our Service at Our designated Network Termination Point.
- 8.2 Your Customer Premises Equipment must only be used with Our Service as directed under the Telecommunications (Jersey) Law, 2002 and in a way that meets all relevant standards and instructions applicable to You. If Your Customer Premises Equipment does not comply with the above then You must disconnect it immediately or allow Us to do so at Your expense.
- 8.3 We will not be responsible or liable for any loss or damage caused as a result of the use of Customer Premises Equipment that does not comply with the Telecommunications (Jersey) Law, 2002.

9. Security

- 9.1 You are responsible for the security and proper use of all user IDs and passwords used in connection with the Service (including changing passwords on a regular basis) and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.

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- 9.2 You must immediately inform Us if there is any reason to believe that a user ID or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.
- 9.3 You must not change or attempt to change a user ID. If You forget or lose a password or user ID You must contact Us and satisfy such security checks as We may operate.
- 9.4 We reserve the right to suspend user ID and password access to the Service if at any time We consider that there is or is likely to be a breach of security.
- 9.5 We reserve the right (at Our sole discretion) to require You to change any or all of the passwords used in connection with the Service.
- 9.6 You must immediately inform Us of any changes to the information You supplied when registering for the Service.

10. Information and Permissions

- 10.1 You confirm that in respect of the Service:
 - 10.1.1 We may install and keep the Service and Telecommunications Equipment at the Premises and have reasonable access to it; and
 - 10.1.2 You have obtained all permissions, licences and consents from third parties that are necessary or desirable for the supply of Service until its removal.
- 10.2 When You order the Service You must give Us the name of Your technical representative and Your administration representative who will be Your main points of contact with C&W.

11. Access to Premises

You shall let Us or Our representatives enter Your Premises for the purpose of installing, maintaining or removing the Service as long as We show You Our identity badge. We will meet Your reasonable requirements for the safety of people on Your Premises and You shall be responsible for the safety of Our representatives whilst on Your Premises.

12. Internet

The Service enables access to the Internet. The Internet is separate from the Service and use of the Internet is solely at Your risk and subject to all applicable laws. We have no responsibility for the performance or speed of the Internet, information, software, services or other materials obtained by You using the Internet.

13. Domain Name

- 13.1 You warrant that You are the owner of, or that it is duly authorised by the owner of, any trade mark or name that You wish to use as Your Domain Name and use as part of Your URL. In addition, You must not use a Domain Name or URL that infringes the rights of any person in a corresponding trademark or name.
- 13.2 We reserve the right to require You to select a replacement Domain Name or URL and may either refuse to provide or may suspend Service if, in Our opinion, there are reasonable grounds for Us to believe that the Domain Name or URL is, or is likely to be, offensive, abusive, defamatory or obscene or in breach of the provisions of paragraph 13.1.

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- 13.3 Where We have undertaken Domain Name and URL registration on Your behalf , We will charge You a fee for each Domain Name registered and maintained. You are responsible for paying registration fees to that authority.
- 13.4 If You have purchased a Domain Name(s) direct from the relevant Internet registration authority, You are responsible for paying all fees to that authority.

14 The Network

- 14.1 **"Information Content"** – You and Your end users acknowledge that We are unable to exercise control over the content of the information passing over Our Telecommunications Network. Therefore, We are not responsible for the content of any message or web site.
- 14.2 **"Connectivity"** - Our network may be used to link into other networks worldwide and You and Your end users agree to conform to the acceptable use policies of these networks.
- 14.3 **"Misuse"** - You and Your end users may not circumvent security of any host, network, or account (referred to as "cracking" or "hacking"), nor interfere with service to any user, host, or network (referred to as "denial of service attacks"). Without prejudice to the foregoing, We consider that any application, including poorly written or malicious code, which overloads or causes Our Telecommunications Network to malfunction, by whatever means, will be considered as damaging to Our Network and is as such NOT allowed. Such application or code will be removed.
- 14.4 **"Disciplinary Action"** - You and Your end users who violate systems or network security may incur criminal or civil liability. We will fully co-operate with investigations of suspected criminal violations, violation of systems or network security under the leadership of law enforcement or relevant authorities. We reserve the right to suspend Your and Your user's accounts pending investigation and may, in any case, terminate Your and Your user's accounts if any clause in this Agreement or in Our Acceptable Use Policy is breached by You and/or Your users.

15. LAN Access

- 15.1 If You access the Service via a LAN and You do not contract Us to supply and maintain an IP router then You are responsible for:
- 15.1.1 providing and maintaining a suitable LAN and Internet Protocol ("IP") router capable of interfacing satisfactorily with the Service;
- 15.1.3 configuration of the IP router; and
- 15.1.4 the appointment of a System Administrator.
- 15.2 You acknowledge that We are not responsible for providing any support whether technical or otherwise, to Your LAN.
- 15.3 Where IP Addresses are allocated to You, these are for use in connection with this Service only and all rights in those IP Addresses belong to Us. You cannot sell them or agree to transfer them to anyone else and must not try to do so. If this Agreement is terminated for any reason the IP Addresses will revert to Us.

16. Charges

- 16.1 As part of the IP Feed Service, We will provide You with a choice of bandwidth tariffs.

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16.1.1 **Capped Bandwidth Tariff.** You have a set amount of bandwidth capacity for a fixed monthly charge. This option does not allow Your inbound or outbound traffic to burst above the set rate.

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

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

- We will take a sample showing average use every 5 minutes throughout the day to measure Your total inbound and outbound daily traffic levels.
- If the maximum rate for the day does not exceed the Base Bandwidth level You have selected, the day's measurement will be taken as the Base Bandwidth level.
- If the maximum rate for the day exceeds the Base Bandwidth level We will determine the Mb used for each 5 minute interval. For each day, We will ignore the top 5% of the measurements with the greatest Mb rate. The next greatest Mb rate will be used – the '95% Rate' – as the measurement for the day.
- At the end of each month the average of the daily measurements will be taken and used to bill on.
- If this average does not exceed the Base Bandwidth level You have selected the IP Feed charge will consist of the fixed Monthly Recurring Charge only.
- If the average exceeds the Base Bandwidth level You have selected the total IP Feed charge will consist of the fixed Monthly Recurring Charge plus a Monthly Variable Charge based on the number of Mb by which the average exceeded the Base Bandwidth level.

16.3 Any work carried out by Us to cater for Your ASN, BGP or IP addresses after the ready for service date will be charged for.

16.4 The actual charge payable by You for Services already in service on 1 March 2009 will apply until the Service is terminated.

16.5 For Services ordered on or after the date given in 16.4, the actual charges payable by You for the Initial Term will be as set out on the Order Form, or in the absence of such charges being set out on the Order Form as detailed in Our Price List at the date of Your Order Form.

16.6 If delivery of the Service continues for a further period as set out in Clause 8 of the C&W General Terms and Conditions the annual charges payable by You at the start of that further period will continue to apply for that further period.

17. General Terms and Conditions

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

Special Provision of Service	Use of Service	Fault Repair
Relocation and Reconfiguration	Term of Service	Temporary Service
Interconnection	Default	Cancellation
Suspension	Call Monitoring and Recording	Confidentiality

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Complaints and Arbitration	Assignment	Intellectual Property Rights
Use of Information	Copyright	Duration and Entire Agreement
Indemnity	Law	Liability
Matters Beyond Reasonable Control	Notice	Waiver
Severability	Variation	

SECTION 2 – Service Schedule

This Cable & Wireless Jersey Service Schedule defines the standard provision target times and level of Fault response for IP Feed Services within the Bailiwick of Jersey.

Provision of Service (IP Feed Services)

IP Feed Services	Install within 3 working days of commissioning of private circuit.
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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 & Wireless Jersey Limited, 3 Britannia Place, Bath Street, St Helier, Jersey, JE2 4SU

Notwithstanding and without limiting the generality of clause 31 or 32 of the C&W Jersey General Terms and Conditions, We will not be liable for any failure to meet the standard provision target times or level of fault response caused by matters beyond Our reasonable control, including without limitation any failure of private circuits provided by Our third party supplies in Jersey.

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.

At the time the service is provided You will be asked to indicate whether or not We will be given access to Your premises in the event of a Fault occurring outside Normal Working Hours. Should You indicate that You do not wish to be disturbed outside Normal Working Hours the Service Level Agreement Credits shown below will not apply.

Fault Support (IP Feed Services)

Fault Support	Via Customer Support Centre on 0800 10 15 247, 24 hours per day.
Fault Cover	24 hours 7 days a week if We have access to Your Premises. Normal Working Hours if not.
Fault Response	Within 4 hour of receipt of Fault report if We have access to Your Premises and within 4 Normal Working Hours if not.
Clear	Resumption of service within 8 hours if We have access to Your Premises and within 8 Normal Working Hours if not.

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Where a resolution to Your satisfaction cannot be made to 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:

- provide advice by telephone
- carry out tests and diagnostics on the Service
- if required, visit Your Premises or work to a point in Our network
- work to resolve the Fault within the agreed time period as stated in the schedule

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.

Attention to Faults outside of Normal Working Hours will be charged at the C&W applicable rate, if You did not give Us details allowing Us to access Your Premises at the time the Service was connected.

Service Level Target

We will use efforts We consider reasonable to ensure that Your IP Feed Service is available to You 100% of the time.

Service Level Agreement Credits for IP Feed Service Availability

If an Outage is caused by a problem with the customer router, the access router or port (if the router or port is supplied by Us), or the C&W Internet backbone and this means that the IP Feed is completely unavailable for Your use for 10 or more consecutive minutes You will be entitled to an IP Feed service Outage credit as shown in the table below:

Duration of IP Feed Outage	IP Feed 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 IP Feed 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 must 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 IP Feed 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;

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- o 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.

IP Feed Service Availability Measurement

We will monitor Your IP Feed Service in accordance with the principles set out below. In the event of a dispute between us relating to the availability of the IP Feed 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 router at the customers' end of the Service 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.

Results of these tests as well as bandwidth measurements for Your Service can be found on Your statistics portal. Statistics portal details will be sent to You after installation.