

## Managed Internet Service Specific Terms And Conditions

In addition to the Amcom General Terms and Conditions, the following Amcom Managed Internet Service (**Service**) Specific Terms and Conditions also apply.

### 1. **MANAGED INTERNET**

Amcom's Managed Internet Service includes the following:

- 1.1.1. Internet;
- 1.1.2. Internet Gateway;
- 1.1.3. One public IP Address; and
- 1.1.4. Network Firewall.

### 2. **INTERNET BANDWIDTH**

Amcom will provide to the Customer Internet bandwidth at the speed set out in the Application Form.

### 3. **INTERNET GATEWAY**

Amcom will provide to the Customer the Internet Gateway to connect the customer's network to the Internet.

### 4. **PUBLIC IP ADDRESSES**

- 4.1. The Service includes the provision of one public IP address.
- 4.2. The Customer may rent additional IP addresses at an additional charge by completing the relevant application form as directed by Amcom from time to time.
- 4.3. The public IP address will be used for network address translation (NAT) for all of the outgoing Internet traffic. The address can also be used to allow external access from the Internet into the corporate network for services such as email gateway and web servers.
- 4.4. The IP address remains the property of Amcom at all times and cannot be transferred to the Customer.

### 5. **NETWORK FIREWALL OVERVIEW**

- 5.1. The network firewall service provides the Customer with their own secure, redundant firewall. Each Customer firewall is segmented and remains separated from other Amcom customers' firewalls.
- 5.2. The network firewall service can be utilised to protect the users from the Internet and also segregate internal customer networks such as a DMZ (being a physical or logical subnetwork that

contains and exposes an organization's external-facing services to a larger and untrusted network). The standard network firewall service provided by Amcom has the following features:

- 5.2.1. Customer defined firewall rules (for example, permit and deny based on source, destination and port on both incoming and outgoing traffic)
- 5.2.2. Network Address Translation (NAT) from public addresses into customer private addresses.
- 5.3. The Customer may request that Amcom carry out debugging of firewall issues which will be done on a time and materials basis and is billed at Amcom's then published hourly rates.
- 5.4. This service includes a limit of up to 10 firewall changes per month. Additional firewall changes will be charged at Amcom's standard rate.

### 6. **GENERAL**

- 6.1. The Customer agrees that in order to use the Managed Internet Service, it must have in place Amcom's Managed IP VPN service.
- 6.2. If the Customer's Amcom's Managed IP VPN service expires or terminates for any reason, the Customer agrees that this Managed Internet Service automatically terminates without notice.
- 6.3. The Customer is responsible for taking all reasonable steps to ensure that any faults reported to Amcom are within the Service before reporting the fault.
- 6.4. Amcom may vary the Service if reasonably required for technical, operational and commercial reasons.

### 7. **INTERNET SERVICES**

- 7.1. The target packet loss for this Service is less than 0.3%.
- 7.2. The target contention ratio is 2:1.
- 7.3. The Customer acknowledges that the Service is not designed for consistent high volumes of traffic (incoming or outgoing) or dedicated bandwidth.

7.4. Where a Customer's traffic profile frequently exceeds average utilisation specifications, the Customer's Service may be reduced in speed to the effective minimum throughput speed. This reduction in speed may remain in place until such time as the cause of excessive utilisation has been remedied or an alternative plan purchased.

## **8. DISCLAIMERS AND LIABILITY**

8.1. The Customer acknowledges and agrees that:

8.1.1. The Customer is responsible for providing for any security or privacy that the Customer requires for the Customer's computer networks and any data stored on those networks or accessed through the Service;

8.1.2. Amcom may access and store certain content accessible through use of the internet (known as caching) for fast and easy access by customers. That content is updated on a regular basis but there may be delays in that updating and therefore content accessed through the Service may not be the most up to date version;

8.1.3. Amcom does not exercise any control over the content accessible through the internet;

8.1.4. to the extent permitted by law, Amcom does not give any warranties, express or implied, in respect of the Service or have any other liability to the Customer or the Customer's End Users in respect of the Service;

8.1.5. Amcom is not responsible for any damage that the Customer may suffer arising from using:

- a. the Service (including loss of data, delays, non-deliveries, or mis-deliveries);
- b. any content accessed through the Service (including inaccurate, incomplete or out of date information); or
- c. inaccurate, incomplete or out of date information.

## **9. USE AND INDEMNITY**

9.1. The Customer will not use or allow others to use the Service:

9.1.1. to distribute material that is defamatory, abusive, menacing, threatening, harassing or illegal under any law at any place where transmissions are sent from, viewed or received;

9.1.2. to install transmit or distribute any unsolicited mail, advertising material or any other material of an offensive, obscene or indecent nature or otherwise contrary to law or an applicable code of conduct;

9.1.3. to copy or distribute material where it has no right to do so (for example, someone else's copyrighted works or confidential information);

9.1.4. to commit a crime or in the course of committing a crime or for an unlawful purpose;

9.1.5. to engage in any activities in such a manner as to expose Amcom or an Other Supplier to liability;

9.1.6. to do any act that may damage the network or systems or cause the quality of the Service to be impaired;

9.1.7. to attack or breach the security of or deny service to computers not belonging to the Customer or engaging in any activity that is reasonably likely to result in damage to persons other than the Customer or computers other than those belonging to the Customer;

9.1.8. for the distribution of viruses or other similar programs whether in or outside the Service or whether to any computer or equipment whatsoever;

9.1.9. to breach the copyright in any software or other material made available to the Customer through the provisions of the Service whether with or without appropriate permission; or

9.1.10. in a manner that does not comply with any instructions given by Amcom under clause 4 of the General Terms and Conditions

9.2. The Customer will indemnify Amcom against all costs, losses, damages,

liabilities and expenses (including all reasonable legal costs, fees and expenses) incurred or suffered by Amcom as a result of use of the Service in breach of clause 9.1.

## 10. **SOFTWARE AND EQUIPMENT**

- 10.1. The Customer acknowledges that any Equipment supplied by Amcom is used by the Customer at the Customer's own risk. Amcom shall make every effort to provide advice in good faith to the Customer and the Customer acknowledges that should the Customer act on that advice the Customer does so at the Customer's own risk and Amcom is not liable for any losses suffered by the Customer relying upon that advice.
- 10.2. The Customer acknowledges that the Customer is solely responsible for the service and maintenance of the Customer Equipment and the Customer acknowledges that the internet contains viruses and other computer programs that may destroy or corrupt data on the Customer Equipment and that Amcom cannot protect the Customer against computer viruses or other security problems.

## 11. **RESPONSIBLE USAGE**

- 11.1. The Customer must use the Service in a responsible manner, taking into account the effects the use of the Service may have on other users and the Amcom network.
- 11.2. Breach of clause 11.1 may be deemed grounds for termination under clause

14.2 of the General Terms and Conditions.

## 12. **SERVICE LEVEL AGREEMENT**

- 12.1. Amcom will provide the Service in accordance with the Service Level Agreement (if any).

## 13. **DEFINITIONS**

- 13.1. Terms that are capitalised in these Service Specific Terms and Conditions have the same meaning as in the Amcom General Terms and Conditions for the Service
- 13.2. In this Service Description, unless the context otherwise requires:

**End Users** means employees, agents, contractors of the Customer or any other persons who accesses and/or uses the Services.

**Internet Access** means connection to the global networks known as the "internet" using software protocols supported by the ISP to connect The Customer Equipment to the ISP's network. This includes access to email and the world wide web, but not necessarily other services.

**ISP** means the internet service provider referred to in the Application for Service.

**Service Level Agreement** means Amcom's standard service level agreement which is made available by Amcom to the Customer as is updated from time to time.

**Service Type** means the type of service as set out in the Application Form.