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Annex - IP Transit

1. Definitions
   The definitions and rules of interpretation in this clause apply in this Annex for the Service of IP Transit or a Service which includes providing access to the Internet in any manner and are supplemental to the definitions and Conditions set out in the Internet Central Limited Main Terms & Conditions (Master Terms).
   a. "Bandwidth" the speed or capacity as measured in b/s or multiples thereof and performance in terms of latency.
   b. "Delivery Dates" the dates or date on which the Services and any associated NTE are to be delivered as set out in the Order;
   c. "Delivery Location" the location for delivery of the NTE and Services as notified by the Customer to IC or as determined by IC for a given Service where IP Transit is a part of another Service rather than provided individually and as set out in the Order where appropriate;
   d. "IP" means Internet Protocol;
   e. "IP Transit" a connection from an Internet Central - controlled network POP to the global Internet network;
   f. "Minimum Period" the minimum period during which the Service is provided as set out in the Order;
   g. "Network" the network over which the Service is provided;
   h. "NOC" the Network Operation Centre;
   i. "NTE" any Network Termination Equipment provided by IC for the purpose of connecting into the Network;
   j. "PA" Provider aggregatable address space (blocks assigned to IC by RIPE);
   k. "PI" provider independent address space allocated by RIPE to the Customer;
   l. "RIPE" the European IP address registry https://www.ripe.net (https://www.ripe.net)
   m. "POP" the point of presence from/through which the Services are delivered;
   n. "Usage Charges" means the charges made by IC to the Customer for use or the provision of the Services.
2. Application of Annex - IP Transit
   This Annex shall:
   a. apply to and be incorporated into the Contract;
   b. is supplemental to the Main Terms & Conditions; and
   c. shall prevail over any inconsistent terms and conditions contained in, or referred to in, the Main Terms & Conditions or the Order.
3. Provision of IP Transit Services and Service expectations / constraints
   a. IC shall use reasonable endeavours to provide the IP Transit to the Customer at the Delivery Location.
   b. IC shall use reasonable endeavours to meet the Delivery Dates and service levels, but any such Delivery Dates and service levels shall be estimates only and time for performance shall not be of the essence of the Contract.
   c. IC shall provide the IP Transit Service with reasonable skill and care and in accordance with good industry practice.
   d. The Customer acknowledges that IC cannot guarantee that the IP Transit Service will be uninterrupted or error-free. In particular, the speed of the Customer's connection may be slower if the Network or a particular route is congested and IC shall not liable for any failure to provide the Service where such failure is due to a Force Majeure / MBORC event.
   e. Unless agreed otherwise in a Service agreement, IC provides Bandwidth on an as-available basis. (The network is monitored and sized to provide fast access at all times, but it cannot be guaranteed, e.g. under hypothetical conditions if 100% of the Company's customers were to connect and make 100% usage of every link bandwidth).
   f. The Internet by its very nature is the interconnection of many service providers across the globe and is a fluid ever changing network in all respects including Bandwidth, performance, routing, congestion and indeed availability. Service guarantees shall not exist across the Internet and indeed to any location not within the IC controlled / owned parts of the network.
   g. IC or its employees, agents or subcontractors may at time to time without notice vary the Service for technical, operational or other reasons within its entire discretion.
   h. IC provide a commercial Internet Access which is direct and unfiltered, it is up to the Customer to provide any filtering, controls and other such mechanisms to suit their intended audience.
   i. The Services are delivered on a non-exclusive basis and is contended with other users of the Services. The data limits and packages are prevalent to enforce 'Sharing' and in the event of excessive constant usage IC reserves the right to deploy traffic management or preventative measures to limit potential disruption to other users of the Services. Any such measures taken may result in a management charge being added to cover reasonable expenses by IC in effecting such control.
4. IP Addresses and Routing
   In order to connect to the public Internet all connections will require that a public IP Address is supplied. IC is an LIR (Local Internet Registry) and are members of RIPE (https://www.ripe.net) who govern the IP address space for the European regions and all allocations will me made in line with their public policies.
   a. IPv4 Address Allocations
      i. Address space is now consumed and no new PI allocations will be made for businesses, all space will be from IC's PA address space;
      ii. Addresses are provided only while a service is supplied and shall be returned to the IC pool upon service cease;
      iii. Allocations will be made differently on the basis of the services taken and some may be of a dynamic nature whereby addresses are provided from a rotating pool upon each connection to the systems;
      iv. Where static allocations are made the number of addresses assigned will be directly proportionate to the Customers requirements;
      v. All requests for space must be for the minimum possible number required and shall not include spare space for growth except where this is to be within 3 months time;
      vi. Requests are to be made to the IC Helpdesk via email and should be detailed for the justification including what they are for including devices, services and need;
      vii. No space shall be allocated for 'administrative ease' purposes and this is strictly prohibited and all services must show best use of NAT/PAT technologies to minimise addresses requested.
   b. IPv6 Address Allocations
      i. Requests for IPv6 address space should be sent to the IC helpdesk via email and detail the requirements for the space;
      ii. Upon successful validation of the request in line with the allocation guidance from RIPE (https://www.ripe.net) a suitably sized allocation will be made which shall include spare space for growth for the foreseeable future;
      iii. All requests for PA space shall be allocated from the IC pool and shall be returned to IC upon service cancellation.
      iv. Requests for PI space will be passed through to RIPE for approval subject to the Customer obtaining an AS (autonomous system) number.
   c. There is no charge for IP allocation and IP addresses do not belong to a customer and shall either be returned to IC (PA space) upon service cancellation or to RIPE upon membership cancellation. Fees may however be charged for administration in processing of requests.

d. Routing of private address space under RFC1918 or shared space under RFC6598 is strictly prohibited and IC will actively strip any announcements made containing these ranges.
e. If a Customer has an AS number and wishes to bring their own address space with them (PI) for use via the IC network this must be indicated at the time of order and on the appropriate ordering pages of the IC website.
f. In rare circumstances it may be necessary to change a Customers IP address allocation where provided from IC's PA space, in this event the Customer will be provided with as much notice as possible and the reason for the change. IC reserve the right to change or remove any allocations made at any time.
g. Customers may request to change an IP allocation at any time providing the request and reasons are valid and space exists from the IC PA space then requests will not be unreasonably withheld but an administration charge may be levied.

5. Supplementary Services
With each connection to the Internet IC optionally provide access to a number a servers and services to assist Customers in reducing the infrastructure required by them, these services are provided free of charge and as-is with no warranties of any kind. Use of these services is at the Customers own risk and these shall not form part of the SLA for the connection. These services may be changed, added to or removed at IC's sole discretion, any abuse or excessive use of these services will result in the removal of the services to the Customer and they must be used with the utmost care and respect for other users at all times. These services are restricted to IC PA address ranges.
a. Recursive DNS servers are provided to allow ease for name resolution;
b. NTP servers (network time).

6. Fault reporting
a. IC will use reasonable endeavours to report to the relevant Network operator any fault on the Network which is reported to it by the Customer. IC shall not be liable to the Customer for any losses incurred as a result of any interruption to the Service.
b. If a fault is caused by the Customer Equipment, or breach of the Contract by the Customer, or by the Customer's negligence, or if a fault occurs on the Customer's premises or land, then IC may recover all reasonable costs that it incurs as a result.
c. In the event that a visit is required to the Customer's premises for any reason an appointment will be advised. If this appointment is missed by the Customer then a missed appointment charge will be added to the Customer's monthly bill to cover expenses incurred at the current prevailing charge.
d. Where a fault is reported by the Customer and engineers are despatched to the Customer's premises and the fault is determined to be within the Customers control and responsibility then the Customer accepts liability for the costs associated with the engineer call out at the current prevailing rate from either IC or its chosen service provider. This charge will be automatically added to the Customer's account and be collected during the next billing run.
e. IC shall be entitled to suspend the Service in order to maintain or improve the Network or if obliged to do so by virtue of any direction or request from any Government department, emergency services, regulatory or administrative authority or for any other reason whatsoever. IC will use reasonable endeavours to give the Customer notice of such suspension as reasonably practicable normally via the support section of the IC website.
f. Faults should be reported to IC's support centre via email / telephone or web portal as detailed under the definition "Business Working Hours" on the "Annex - SLA & Service Credits" Knowledgebase article.
g. All repairs are subject to weather conditions and light and repairs requiring external work may be halted and extended should conditions be unsuitable or potentially hazardous in which case Force Majeure / MBORC will apply.

7. Customer obligations
The Customer undertakes to:
a. use the Service in accordance with the reasonable instructions of IC;
b. not to use the Service in any improper or unlawful manner or in any manner which may cause nuisance or offence;
c. to allow IC or its duly appointed agents access to the Customer's premises or 3rd party location for the purposes of installation, programming and maintenance, or other reason associated with the Service;
d. to ensure that the Customer Equipment is in good working order and is maintained by a competent maintainer or service provider;
e. to use only IC approved Customer Equipment, all Customer Equipment must comply with all relevant legislation relating to its use from time to time;
f. to be responsible for the usage of the Services, whether the use of the Service has been authorised by the Customer or not, and the Customer agrees that IC is not obliged to monitor the levels of usage and/or report on unusual usage patterns;
g. The Customers bandwidth and other resource consumption must be commensurate with the service type taken, e.g. shared or deliberately contended services (for example Broadband) are not used at maximum capacity for extended periods.
h. not permit or suffer its employees to act or omit to act in any way which may injure or damage any persons' property or NTE, or in any way which may cause the quality of the Service or any aspect of them or NTE to be affected or impaired;
i. not use or allow its employees or guests to have access to the Service or NTE or use the Network or NTE for any fraudulent, illegal, improper, immoral or unlawful purpose;
j. comply with all statutory and regulatory requirements in relation to the use of the Network, NTE and the Service including, but not limited to those laid down by any regulatory authority (including but not limited to Ofcom);
k. not use the Network, NTE or any of the Services for any purpose other than that for which they were designed or intended, or for self provision of a data / telecommunications service;
l. not use the Network, NTE or the Services to send nuisance emails or to send unsolicited mass marketing emails or to send, knowingly receive, upload, download, use or reuse material which is offensive, indecent, defamatory, obscene, menacing, pornographic, discriminatory, abusive, racist, homophobic or sexist;
m. notify IC immediately (and confirm in writing), on becoming aware that any person is making improper or illegal use of the Network, NTE or any of the Services;
n. not damage or tamper with the Network or NTE so as to invalidate any warranty provided by IC, any service provider or any manufacturer and shall pay the standard charges levied by IC from time to time applicable to repair work which is outside (in scope or time) of any warranty provided by IC, the service provider or the manufacturer;
o. use the Network and NTE solely in connection with the Service and at all times in accordance with any user guide, or other reasonable instructions of any manufacturer or supplier of the same or the reasonable instructions of the Supplier;
p. process any personal data captured during the use of any of the Services at all times in accordance with the Data Protection Act 1998.
q. to inform IC, giving at least 30 days written notice, of any changes in details of the Customer including change of address;
r. not to in any way whatsoever modify the programming of the Customer Equipment where the Customer Equipment has been programmed by IC without prior consent;
s. not to in any way whatsoever, cause calls to be routed over any networks, other than the Network without prior permission being granted by IC;
t. at the Customers own expense, to terminate any existing contracts with alternative suppliers following the transfer of the Services to IC which are similar or replaced by the IC's Services;
u. not to enter into any contracts with alternative suppliers to provide the Customer with Services which are similar to the IC Services or intended replacements for the Services whilst still within the Minimum Period;
v. to comply with current UK legislation in the use of telecommunications services;
w. to ensure the supplied transmission equipment remains in a suitable environment and is not disturbed and remains powered from a suitable clean power source.

x. Due to the nature of the Internet, all email/data to be sent outside the internal infrastructure network is the responsibility of the Customer. IC shall accept no liability for protection or privacy of electronic mail and information transferred through the Internet.
y. The Customer is assumed to be competent in making and maintaining an Internet connection, including where applicable Internet / IP / DNS / Email / System / Firewall / AntiVirus / network administration. Where such administration is inadequate to prevent damaging traffic or effects on IC's network or external Internet, IC reserves the right to unilaterally apply packet filtering/blocking and other means to limit such damage or effects.
z. The Customer is liable for all expenses incurred by IC as a result of neglect, incompetence, willful malice, or other inappropriate behavior or Internet/DNS/system administration on the Customer's part, including but not limited to legal fees, technical fees and loss of income.
aa. The Customer shall indemnify and keep indemnified IC against any costs, demands, expenses (including legal expenses) losses, damages, awards or other liabilities incurred by it as a result of any breach by the Customer of any of these clauses.
ab. The Service is supplied without filtering and IC recommend that the Customer connect the Service via a suitably configured firewall and have up to date protection on their computers and devices to help prevent attacks. IC do not accept any responsibility for any forms of attacks, viruses, malware, DDOS or things of a similar nature and any usage associated with such events. In all cases usage fees where appropriate will still be charged howsoever caused.

8. Installation and / or supply of NTE
    a. In order to supply certain Services, an NTE may be required to be installed at the customer's premises or within a 3rd party facility. This equipment remains the sole property of IC and the Customer is responsible for the safe keeping of this equipment. Any NTE damaged / altered or removed either accidentally or on purpose will render the Customer liable for its replacement at RRP pricing as outlined by IC from time to time.
    b. The NTE is pre-programmed and locked down to IC or its supplier for the sole provision of the Services and IC strictly prohibits tampering or attempted access by the Customer to this equipment. Any such attempts will be logged and reported to IC's NOC and the Services may be removed without warning and the equipment isolated to prevent damage. The Customer will be liable for reinstatement or removal of the NTE and any costs incurred as a result of taking such actions.
9. Service Levels and Repair Targets
    a. Please refer to Annex - SLA & Service Credits (https://kb.ic.uk/article.php?id=29)

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