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## Preamble

This document may be augmented or replaced by relevant sections of other parts of our Agreement and should be read in conjunction with other supporting documents, so please check regularly for updates. Please note, by contracting or using any of our services you agree to be bound by all Lantec terms and conditions collectively, which can be viewed in our [Terms of Service](#).

If you have any concerns or queries, please contact us as per our [Support Policy](#).

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## 1. Charging and Invoices

### 1.1 Set up charges

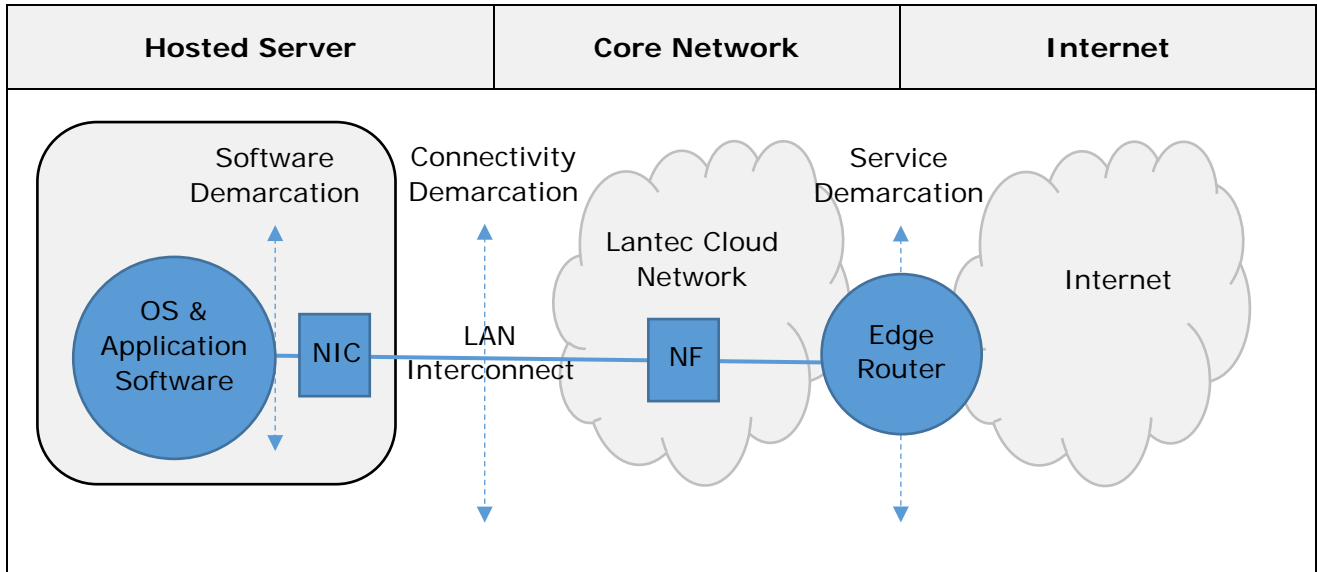
Set up charges are subject to further technical survey and may be over and above those stated on any Service Agreement Order. Lantec may provide a revised quote in the event that additional installation work is required. Any additional charge will be agreed with the Customer prior to commencement of work.

### 1.2 Invoicing

Lantec shall invoice any applicable one-off charges (including options selected in accordance with any Service Agreement Order) immediately upon the execution of this Agreement.

All other charges will be invoiced either monthly in advance, or as otherwise agreed, from the commencement of the Initial Term.

## 2. Lantec Service Demarcation Diagram



### 2.1 NIC

NIC (Network Interface Controller) = the point at which the Core Network LAN Interconnect is physically connected to the Hosted server.

### 2.2 NF

NF (Network Fabric) = the Core Network equipment (e.g. a data switches, routers, firewalls, security devices or similar) provided by Lantec to manage and monitor a service provided by Lantec, residing within the Lantec Metro Network.

### 2.3 Service Demarcation

Service Demarcation = the demarcation of responsibility between the Lantec service (as defined by the telecommunications carrier's NTE interface) and the general Internet.

### 2.4 Connectivity Demarcation

Connectivity Demarcation = the demarcation of responsibility between the Lantec service (as defined by the Hosted Server NIC interface) and the Lantec Core Network.

### 2.5 Software Demarcation

Software Demarcation = the demarcation of responsibility between the Lantec Server Hardware and any, installed / configured / hosted, OS / application / data.

## 3. Scope of Service

Where a service is sold as Rented hosting, Lantec is responsible for managing and maintaining the service as provided between the Service Demarcation point and the Software Demarcation point.

Where the service is sold as Colocated hosting, Lantec is responsible for managing and maintaining the service as provided between the Service Demarcation point and the Connectivity Demarcation point.

Where a service is sold as Managed hosting, Lantec is responsible for managing and maintaining the service beyond the Software Demarcation point, only to the extent that has been previously scheduled and agreed with the Customer.

Lantec has no direct control over the availability of bandwidth over the entirety of the Internet and Lantec shall not be responsible for delays caused by overuse of or lack of such bandwidth outside its Core Network.

Notwithstanding Lantec's best endeavours to provide and maintain data integrity within any hosted service for the duration of that service, the incidental replication of data and server imaging for Lantec's own DR purposes should not be deemed to be a backup product or data retention service, and in any case Lantec cannot guarantee the integrity of that data once the restore process has been completed. However where reasonably practicable, and subject to settled accounts, any such data shall be made available to the customer until cessation of those services. Thereafter all data, be it stored in a production environment or as part of any planned / incidental imaging or backup services, shall be securely disposed of at Lantec's discretion. Ultimately the onus remains with the customer to ensure that data is secured outwith the Lantec metro network for the purposes of recovery and reuse in any DR plan that they may care to implement.

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## 4. Lantec's Core Network Guarantees

### 4.1 Guarantee Coverage

The Network Availability, Latency and Packet Success Service Level Guarantees are applicable to the Lantec Core Network, as defined by the relevant Network Demarcation points.

### 4.2 Exclusions

Network unavailability shall not include periods of an hour or less, or any unavailability resulting from (a) Network maintenance, (b) circuits provided by telecommunications' providers or other common carriers, (c) an external Internet Service Provider or an Internet exchange point, (d) acts or omissions of Customer or an authorised user, (e) behaviour of Customer Equipment, facilities or applications, or (f) acts of God, civil disorder, natural cataclysm or other occurrences beyond the reasonable control of Lantec.

Lantec shall not extend a credit for latency or packet failure if such a failure to meet the Guarantee is attributable to acts of God, civil disorder, natural cataclysm or other occurrences beyond the reasonable control of Lantec.

### 4.3 Claims

To receive the credit if any of the below Guarantees has not been met, Customer must email support@lan.co.uk within 30 days of the end of the month for which credit is requested. The Customer shall only be entitled to claim in respect of one section of the Guarantee per day.

In the case of a potential claim, a month's network performance statistics relating to the Guarantees shall be sent to the Customer upon written request to the Lantec Customer Support Department (or via email to support@Lantec.co.uk). Please note that this facility is not intended for use except in the case of a potential claim.

### 4.4 Network Availability Service Level Guarantee

Lantec's Network Availability Service Level Guarantee ("Guarantee") is that the Lantec Core Network shall be available 99.9% of the time. The Lantec Core Network Fabric is comprised of a combination of equipment, servers, circuits, and other data transmission facilities operated by Lantec. and is illustrated in the diagram above. This Guarantee shall be measured based on the number of minutes that the Lantec Core Network was not available as determined by Lantec based on the following conditions ("Unavailability").

#### 4.4.1 Core Network Availability: 99.9%

If Lantec determines that the Core Network is unavailable for one (1) or more consecutive hours during any calendar month, Lantec, upon the customer's request, shall credit the customer's monthly invoice the charges for one (1) day's rental of the Lantec service for each consecutive hour, up to a maximum of seven (7) days per month.

#### 4.5 Lantec Latency Service Level Guarantee

Lantec's Latency Service Level Guarantee ("Guarantee") is based on an average round-trip transmission between Lantec designated backbone PoPs. Latency shall be measured by Lantec averaging sample measurements taken during a calendar month between Core Network PoPs.

##### 4.5.1 Core Network Latency: 85 milliseconds or less

Should Lantec fail to meet the Guarantee in two consecutive calendar months, a Customer is entitled to a credit of one (1) day's rental for the Lantec service for the second month and an additional one (1) day's rental for any consecutive month in which the Guarantee is not met.

#### 4.6 Lantec Packet Success Service Level Guarantee

Lantec's packet success goal is based on the successful delivery of packets through the Lantec Core Network. Unsuccessful packets are deemed to be those dropped due to transmission errors or router overload before exiting the Lantec regional IP backbone.

##### 4.6.1 Core Network Packet Success: 99.9% packet success

Lantec's packet success Service Level Guarantee ("Guarantee") is that successful delivery of packets shall meet or exceed 99.9% between Lantec-designated Core Network paths for the Lantec services. Should Lantec fail to meet the Guarantee in two consecutive calendar months, the Customer shall be entitled to a one (1) day's rental for the Lantec service for the second month, and an additional one (1) day pro-rata credit for any consecutive month in which the Guarantee is not met.

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## 5. Tail and Off-Net Circuits

In the event of the failure of a Tail Circuit (a telecommunications carrier's circuit between a Lantec PoP and the general Internet), a credit will be made by Lantec to the Customer provided that Lantec is able to secure an equivalent amount from the circuit provider.

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## 6. Use of Service

The Customer must ensure that nothing is transmitted by or on behalf of the Customer or using the Customer's equipment through the Service or downloaded in violation of any UK or international law, regulation or treaty or Lantec's Abuse Policy\* or in breach of the intellectual property rights of any person.

The Customer acknowledges that, by the nature of the Service being provided, information and material downloaded or used by the Customer shall be kept, whether permanently or temporarily on Lantec's equipment. The Customer shall at all times ensure that such information and material complies with the laws of all applicable jurisdictions.

The Service is provided exclusively to the Customer, and those members of its staff and others engaged by the Customer to perform work for the Customer.

The Customer indemnifies Lantec from and against all costs, claims, liabilities and demands relating to or arising from a breach of this Section.

A breach of this Section 6 and / or Lantec's [Acceptable Use Policy](#) shall be grounds for Lantec to immediately suspend the service.

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## 7. Network Numbers

In respect of any actions taken by Lantec pursuant to this section, Lantec may levy reasonable additional charges on the Customer as agreed in advance.

### 7.1 Address Routing

Lantec shall route existing TCP/IP addresses that were previously assigned to the Customer only if those addresses were assigned to the Customer directly and not through another internet service provider. Lantec shall not be held responsible if other internet service providers refuse to accept these addresses.

### 7.2 Address Assignment

Lantec shall assign new or additional TCP/IP addresses as requested by the Customer upon being provided with satisfactory documentation justifying the need for those addresses, subject to availability and additional charges. The documentation must be in accordance with the policies set forth by RIPE (or such other organisation that assigns TCP/IP Addresses for use by Internet Providers and their customers in Europe, from time to time). In certain circumstances it may be necessary for TCP/IP addresses to be approved by RIPE, and in such cases Lantec shall not be responsible for any decision made by RIPE.

### 7.3 Address Duration

When Lantec assigns addresses to the Customer, those addresses are assigned only for the duration of the Service and become invalid at such time as Lantec no longer provides the Service to the Customer. A temporary extension (usually thirty (30) days from the end of the Services) may be made at Lantec's sole discretion. After termination or after such period (if any) those addresses may be reassigned to other customers by Lantec.

If the Customer wishes to apply for addresses that shall subsist beyond the duration of the Service, it must do so directly to RIPE. Any decision by RIPE or by another Internet Service Provider relating to TCP/IP addresses is the responsibility of RIPE or of that other Internet Service Provider and Lantec accepts no responsibility for any such decision.

All IP addresses assigned by Lantec are non-portable

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