

Gravity Internet Broadband Ethernet – Terms and Conditions



These Terms and Conditions are provided along with our Acceptable Use Policy and is limited in scope to wholly UK provided circuits with a contract length in excess of eleven months.

This document is part of the commitment that Gravity Internet provides to all customers and outlines the remedies available should Gravity Internet fail to meet our own high level of support and service.

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1. **GUARANTEES**

Gravity Internet guarantees that the following minimum standards are met at all times.

Gravity Internet Backbone Availability

The Gravity Internet backbone has a 100% availability guarantee. To claim, the following must be submitted to Gravity Internet:

- Three date and time stamped ICMP traceroutes, taken at least one hour apart, within a four hour window, from the customer LAN must be submitted showing unavailability within the Gravity Internet backbone.

Gravity Internet Network Latency

There will be no more than an average of 120 milliseconds latency between any two routers on the Gravity Internet backbone measured over a one hour period. To claim, the following must be submitted to Gravity Internet:

- Three date and time stamped ICMP traceroutes, taken at least one hour apart, within a four hour window, from the customer LAN showing a latency problem within the Gravity Internet backbone.

Gravity Internet Support Performance

Gravity Internet undertakes to return calls made to the Duty Support Engineer outside Gravity Internet Business Hours within 1 hour. If a fault is subsequently raised a remedy will be applied. To claim, the following must be submitted to Gravity Internet:

- Date, time, and number called
- The Gravity Internet customer fault reference.

Customer Circuit Availability

Where the circuit from the customer premises to the Gravity Internet point of presence was ordered by Gravity Internet, we will offer a 100% availability guarantee from Gravity Internet to the customer connection point on the Gravity Internet provided Managed Cisco Router regardless of the provision by a third-party (e.g. BT). This guarantee excludes problems caused by power disruption at the customer premises or any customer device and associated cabling. This clause does NOT apply to transit customers, customers with circuit backup services such as ISDN/ADSL or alternate/bonded leased lines or where customer premises hardware has not been provided by Gravity Internet.

To claim, the following must be submitted to Gravity Internet:

- The Gravity Internet customer fault reference.
- A copy of the attached device running configuration.
- A copy of the attached device SHOW VERSION (or non-Cisco equivalent) output.
- A copy of the attached device SHOW INTERFACE (or non-Cisco equivalent) output for the interface facing Gravity Internet during the outage.

Customer Circuit Repair Time

Where a circuit from the customer premises to the Gravity Internet point of presence was ordered by Gravity Internet, we will offer a 6 Gravity Internet Business Hours return to service guarantee, regardless of the provision by a third-party (e.g. BT), in the event of a circuit failure. This guarantee excludes problems caused by power disruption at the customer premises or the customer router and associated cabling. This clause does NOT apply to transit customers.

To claim, the following must be submitted to Gravity Internet:

- The Gravity Internet customer fault reference
- The time of the first contact with Gravity Internet.

Exclusions,

In all cases scheduled maintenance, as notified to the customer 48 hours in advance, and emergency maintenance where notified to the customer 4 hours in advance are both exempt from claims under this SLA. Emergency maintenance carried out with less than 4 hours notice may be exempt, should the impact of not carrying out the maintenance cause a breach of the SLA.

Denial of Service attacks against the customer's service is also exempt from claim under this SLA.

2. REMEDIES

Should any of the above metrics be breached then a service credit will be issued against the customer's circuit. The limit for claims is 10 days in a single 30 day period and 30 days in any 12 month period.

Gravity Internet Network Backbone Availability

For each 1% of lack of availability the customer will receive 1 day of service credit. Only one of Customer Circuit Availability, Gravity Internet Network Backbone Availability or Gravity Internet Network Latency can be claimed in a single month.

Gravity Internet Network Latency

For each 1% of substandard performance the customer will receive 1 day of service credit. Only one of Customer Circuit Availability, Gravity Internet Network Backbone Availability or Gravity Internet Network Latency can be claimed in a single month.

Gravity Internet Support Performance

For each incident where support does not return a call within the specified period the customer will receive 0.5 days of service credit.

Customer Circuit Availability

For each 1% of lack of availability the customer will receive 1 day of service credit. Only one of Customer Circuit Availability, Gravity Internet Network Backbone Availability or Gravity Internet Network Latency can be claimed in a single month.

Customer Circuit Repair Time

For faults that are not remedied within the 6 business hours above the following remedies will be applied to the customers account:

6-8 hours	1 day
8-12 hours	1.5 days
12-16 hours	2 days
16-24 hours	2.5 days
24+ hours	3 days

3. CLAIMS

To claim against this SLA the customer must submit a claim in writing to:

Customer Services Manager,
Gravity Internet
17 Fairlawns
Sunbury-On-Thames
Middlesex
TW16 6QR

Providing the information shown in the section entitled remedies above. Gravity Internet aims to reply and resolve all such claims within 30 days of receipt. Claims must be made within 30 days of the incident and proof of posting is not a proof of receipt.

4. ADDITIONAL ENGINEERING WORKS AT INSTALLATION

A site survey will be conducted approximately two weeks after an order for the Broadband Ethernet service has been placed. Should additional costs be identified, they will be advised following this survey. The client has the option at this stage to accept and pay the additional costs, or to cancel the installation without penalty.

5. ADDITIONAL INFORMATION

Gravity Internet reserves the right to amend, modify or alter the thresholds and metrics measured by the SLA or change the level of remedy afforded to customers. A full, current copy of this SLA will be maintained online at www.gravityinternet.net with a version number and publication date included.

For the avoidance of doubt the following terms have been used in this document and have the following meanings:

“Attached Device” is defined as being the piece(s) of hardware that connect directly to the Gravity Internet provided Customer Premises Router.

“Gravity Internet” are synonyms for Gravity Internet Ltd, 17 Fairlawns, Sunbury-On-Thames, Middlesex, TW16 6QR, registered as “Gravity Internet Limited” with Companies House.

“Remedy” is a credit made to a customer's account upon the confirmation that a breach of this SLA has been made. Gravity Internet will apply credit within 30 days of the confirmation of a breach and the customer is expected to continue to make payments to cover outstanding invoices until such time as the credit has been applied. At no stage will Gravity Internet make payments other than in the form of service credits.

“Traceroute” is a generic term for a number of different software tools capable of providing network path diagnostics. Due to the nature of the protocol used (ICMP) and the priority applied to efficiently route packets within Gravity Internet's network, instantaneous results from a particular router may indicate a breach of this SLA but repeated tests must be taken to eliminate expected performance changes due to load. Customers should also be aware that ICMP echo requests may be suppressed for network security reasons and other diagnostic measures may be requested in these instances. A breach of SLA will not be remedied should such a security measure be in place.

“Backbone” is the network owned and operated by Gravity Internet and includes all links, hardware and devices used to transmit packets within the facilities operated by Gravity Internet. For the avoidance of doubt, Border devices used to delineate the Backbone from customer premises equipment are always sited in facilities operated by Gravity Internet and the Backbone is defined as starting at the connected port on this device.