



School Additional Terms for Managed Network Services

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These Additional Terms apply to all schools using our Managed Network Services. Terms defined in the School General Terms have the same meaning in these Additional Terms.

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1 Managed Network Services

1.1 Service Boundary

Our obligation to provide the Managed Network Services extends only up to the boundary of the Managed Network.

1.2 Your School's Obligations

When we provide Managed Network Services to Your School, it is Your School's responsibility to:

- test the Managed Network Services to ensure they interface correctly with Your School's relevant business systems and equipment; and
- take reasonable measures to ensure Your School does not introduce any faults or viruses (and the like) into the Managed Network.

1.3 Privacy Implications of our Filtering Service

If Your School uses our filtering service, the web traffic (including encrypted traffic) of Your Users may be inspected by us or our filtering service provider. Your School is responsible for informing Your Users that filtering is in place, and that all web traffic (including encrypted traffic) may be subject to such inspection and disclosure in accordance with our Privacy Policy (details of how we protect the information are contained in that policy).

Comment [A1]:
Comment: Updated to accommodate filtering on our "safe and secure" internet service.

2 Local Fibre Company Terms End User Terms

2.1 Local Fibre Company Terms

Some Managed Network Services are delivered over the Government's ultra-fast broadband (UFB) initiative. The UFB network is provided by Local Fibre Companies ("LFCs"). On the website of each LFC are "End User Terms" relating to the supply, installation, ownership and use of the line (and any associated equipment and infrastructure) connecting a school's premises to the LFC's wider network (the "LFC End User Terms"). Your School agrees to comply with the LFC End User Terms of any LFC connected to Your School's premises. A list of LFCs may be found at <http://www.crownfibre.govt.nz/crown-partners/>.

2.2 Other Local Network Company Terms

If clause 2.1 (Local Fibre Company Terms) does not apply to Your School, then your School agrees to comply with the "End User Terms for Other Local Network Companies" that are available on the "Legal and Policies" section of our website.

Comment [A2]:
Comment: As the N4L Network extends to include non-LFC providers, we are extending the application of End User Terms to those providers.

3 Safeguarding the Managed Network

So that our Services to Your School and other customers are not disrupted, it is important that Your



School helps safeguard the Managed Network. It is Your School's responsibility to:

- take all reasonable security precautions to protect the Managed Network including our Equipment at Your School's premises; and
- take all reasonable steps to prevent interference with, or damage to, the Managed Network and our Equipment at Your School's premises.

4 Our Equipment

4.1 Your Responsibilities

We remain the owner or licensee of our Equipment. Where our Equipment is at Your School's premises, the Equipment will be at Your School's risk and Your School will:

- provide appropriate facilities agreed with us, including meeting any applicable requirements set out in our Policies, for housing and securing our Equipment;
- only use our Equipment for Your School's own lawful business use and for the purposes for which we provide it;
- not change or interfere with our Equipment in any way, unless authorised by us and in accordance with our instructions;
- comply with any manufacturer's terms of use for our Equipment that are enforceable against Your School;
- make sure nothing or no-one on property or premises under Your School's control interferes with or damages any our Equipment;
- if requested by us, insure our Equipment against loss or damage by fire, theft or otherwise, with a reputable insurer for its full replacement cost;
- let us know immediately if any of our Equipment is lost, stolen or damaged;
- not sell, dispose of, grant any security interest in or otherwise part with possession of, any of our Equipment; and
- pay our charges for repairing or replacing any of our Equipment which is lost or damaged (however caused) while at Your School's premises, but there is no charge where damage occurs through normal wear and tear.

4.2 Our Responsibilities

Where we provide our Equipment (or other goods) to Your School, we give Your School these extra commitments:

Our Equipment will:

- be safe, durable, substantially free from defects, and in good working order;
- be fit for the purposes which we describe in writing and for which we are providing it to Your School;
- be as we describe in writing or demonstrate it to Your School and will do everything we say in writing it will do; and
- be approved for connection to the Managed Network at the time we provide it to Your School.

If our Equipment does not comply with these requirements, we will replace or repair the Equipment (at our cost) as soon as reasonably practicable and such replacement or repair will be Your School's sole and exclusive remedy in respect of any failure of the Equipment to comply with such requirements.

We will also:

- ensure that we have the right to provide our Equipment to Your School and it will be free from any undisclosed security; and
- not interfere with Your School's possession of our Equipment except where both of us agree



otherwise.

5 IP Addresses

Depending on the Services Your School acquires from us, we will arrange for appropriate IP addresses to be allocated to Your School. Unless we have agreed otherwise with anybody else, all IP addresses allocated to Your School remain our property. Your School must not transfer or sell those IP addresses to anyone else. We may change any IP address that we allocated to Your School. We will always give Your School as much notice as we reasonably can before making these changes.