

BTnet Service Level Agreement

Why BT?

At BT, our priority is delivering excellent service to our customers. That's why we intend our Service Level Agreements not only to be fair, but also to be highly competitive in terms of the service delivered – aiming for a target of 100% service availability at all times.

We're confident that our services will be to your satisfaction, but should we fail to meet our targets, we'll provide you with a credit against a subsequent quarterly invoice. To discuss our BTnet service in more detail, get in touch with your BT account manager.

1. Installation

1.1 BT agrees to install the Service by a Contractual Delivery Date (CDD). If the Customer requests a change to the specification of the Service before provision is complete, the date by which BT agrees to provide the Service to the new specification will become the new CDD.

1.2 Service is installed when BT provides the following elements of the Service to the Customer, enabling the Customer to use the Service:

- (a) the NTE, including configuration;
- (b) the dedicated circuits between the Site and the BTnet Point of Presence (PoP); and
- (c) the BTnet network (PoP).

1.3 If BT fails to meet the CDD for the Service, BT will apply a reduction to the Customer's standard connection charge for the Service, dependent on number of Working Days beyond the CDD. This reduction also applies to circuits purchased with a free connection offer or on a 3 or 5 year contract.

Number of days beyond CDD	Reduction in charges
7 working days	10%
8-31 working days	20%
32 working days to 6 months	50%
Over 6 months	100%

1.4 If BT fails to meet the CDD, claims must be made within 28 days of the CDD, quoting the relevant Customer reference number by:

- (a) e-mail, as a preference, to: directslg@bt.net; or
- (b) telephone, to: BTnet IP Service Centre on 0800 699879.

2. Service Availability

2.1 BT aims to provide the Service with a target of 100% availability at all times, subject to the terms of this Agreement.

2.2 If there is an Outage, based on BT's data, BT will apply a reduction to the Customer's rental charge for the Service as follows, provided the Customer reports the Outage and claims for a reduction to the rental charge in accordance with paragraph 2.3 and 2.4 below:

- a) where the Outage Period is less than or equal to ten (10) hours, BT will apply a reduction equivalent to one (1) day's rental charge per hour of downtime for that Service. For the purpose of calculating the Outage Period, a fraction of one (1) hour will be rounded-up to the nearest hour;
- b) the maximum reduction applied per quarter will be capped at ten (10) hours of Outage, which is equivalent to ten (10) days' rental charge for that Service;
- c) where the Customer has taken a BTNet Resilient option and experiences an Outage, BT, in accordance with this paragraph, will apply a reduction to the rental charges of both the primary and secondary links.

2.3 The Customer should report an Outage within two days of experiencing the Outage by telephone to BTnet IP Service Centre on 0800 699879. BT will provide the Customer with a Ticket Number.

2.4 Once BT verifies the Outage, claims quoting the relevant Ticket Number must be made no later than by the 28th day of the next month quoting the relevant Customer reference number by:

- (a) e-mail, as a preference, to: directslg@bt.net; or
- (b) telephone, to: BTnet IP Service Centre on 0800 699879.

3. Network Latency

- 3.1 BT agrees to provide the Service with a Latency Guarantee subject to the terms of this Agreement.
- 3.2 Latency will be determined by BT calculating the average of round-trip transmission measurements taken in ten minute intervals during a calendar month. The results will be posted via the BTnet external website (www.bt.net).
- 3.3 The Latency Guarantee applicable to the UK Core Network Connection and to the Transatlantic Network Connection are as set out below;

The UK Core Network Connection:

The Latency Guarantee is an average round-trip transmission time of 20 milliseconds or less between BT selected core PoP in the BT Network.

The Transatlantic Network Connection:

The Latency Guarantee is an average round-trip transmission time of 95 milliseconds or less between designated transit routers at each end of the transatlantic link.

- 3.4 If BT, based on its data, fails to meet the Latency Guarantee BT will apply a reduction to the Customer's rental charge for the Service as follows:
- (a) if failure to meet the Latency Guarantee occurs in two consecutive calendar months, BT will apply a reduction equivalent to one day's rental charge for that Service;
 - (b) if failure to meet the Latency Guarantee occurs for longer than two consecutive calendar months, BT for each additional month will apply a reduction equivalent to one day's rental charge for that Service.
- 3.5 The Customer is not required to make a claim, as BT will automatically apply the reduction to the Customer's rental charges.

4. How BT will pay the reductions

- 4.1 Claims for reductions in the charges agreed by BT in accordance with this Service Level Agreement will be paid to the Customer as a reduction in the Customer's charges for that Service, which BT will endeavour to include on the Customer's next invoice, unless the Service has terminated in which case a separate payment will be made.
- 4.2 The Customer must notify BT in writing within two months of the date of BT's invoice if there is a dispute concerning the application by BT of this Service Level Agreement to the charges shown on the invoice concerned.

5. What the Service Level Agreement does not cover

- 5.1 The Service Level Agreement under paragraph 1, 2 and 3 above will not apply where the Site is outside BT's Licensed Area, or if failure to meet the Service Level Agreement is:
- (a) due to a reason covered by paragraph 16 of the Conditions for BTnet;
 - (b) a result of any suspension of the Service under the provisions of this Contract; or
 - (c) due to a fault on the Customer's network or own equipment configuration.

Definitions

In this Schedule, the following supplemental definitions apply in addition to those in the Conditions and the Service Description:

"Latency" means the round-trip transmission time between defined points in the BT Network.

"Outage" means any failure of the Service via an individual access method causing continuous total loss of the ability to transmit IP packets.

"Outage Period" means the total number of hours in a calendar month where there has been Outage.

"Ticket Number" means a reference number provided by BT to a Customer reporting an Outage.

Offices worldwide

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