



# BT One Voice Schedule to the General Terms

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## A note on 'you'

'You' and 'your' mean the Customer.

## Words defined in the General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

## Part A – The Service

### 1 Service Summary

BT will provide you with a technology independent global voice service that transmits voice, fax and voice-band data to facilitate the convergence of all your voice and data applications onto a single service and migration from traditional Time Division Multiplex (TDM) voice technology to IP, comprising any of the Service Options as set out in any applicable Order, (the "**Service**").

### 2 Service Options

BT will provide you with any of the following options that are selected by you as set out in any applicable Order ("**Service Options**") and in accordance with the details set out in that Order. Service Options may not be available in all countries.

#### 2.1 BT One Voice access to BT Conferencing (BT One Collaborate On-Net)

2.1.1 The BT One Voice access to BT Conferencing (BT One Collaborate On-Net) Service Option provides access to the BT Conferencing audio services using the Service. You must have a Dial Plan agreed and configured on the Service to enable On-Net access to your BT Conferencing audio service. This allows you to conduct conference calls in part or whole using BT Conferencing interconnections with the Service.

2.1.2 The BT Conferencing audio services are subject to additional terms and conditions contained in separate service Schedules to the General Terms.

#### 2.2 BT One Voice SIP Trunking

2.2.1 The BT One Voice SIP Trunking Service Option provides a full PSTN/ISDN replacement service supporting outgoing and incoming PSTN calls, calls to emergency services and most call types to local (national) services including premium rate services.

2.2.2 You will either order a geographic number range from BT or request that BT ports in your existing geographic number range from your existing supplier. Number porting will be conducted only in accordance with any locally applicable regulation and if it is technically possible to do so. You will be required to sign a Letter of Authority or equivalent document when you make a porting request with BT.

2.2.3 You will be able to make calls to premium rate and directory services that exist in the country that a Site is located.

2.2.4 In some locations you can specify that certain outgoing calls are barred ("**Call Barring**"). Details of the Call Barring options available by country are available on request.

2.2.5 You accept that carrier selection is barred for all Users at any locations where the Service is provided.

2.2.6 You can request presentation of your CLI, or restriction of your CLI from being presented to, the destination. You can also specify that your legally permissible 'user provided CLI' is passed on to the destination and for a PBX this means that the User's extension will be included in the CLI. BT will not accept requests to restrict CLI on calls to emergency services, where any law and/or regulation require such CLI to be presented.

2.2.7 BT will register your CLI within the BT Network to enable identification of the relevant Site location. BT may not terminate calls where BT is not able to identify clearly a Site location via your CLI.

2.2.8 BT One Voice SIP Trunking cannot be provided for Mobile Devices.

2.2.9 For number portability requests:

- (a) you must ensure that the correct numbers to be ported are submitted otherwise BT may apply Charges in accordance with Paragraph 9.3.6; and
- (b) the successful portability of existing numbers to the Service is not guaranteed, is subject to applicable technical requirements and dependent on BT's interconnect carriers having the necessary porting arrangements with the relevant carrier.

#### 2.2.10 Centralised SIP Trunking



- (a) If you have Centralised IPT architecture with a centralised interconnect into the Service, both of us will work closely together for the installation, configuration and maintenance of the interconnect between the BT One Voice SIP Trunking Service and your Centralised IPT architecture to make sure the entire solution is in line with country-specific regulations.
- (b) As the entire Centralised IPT architecture is connected only via one trunk, you will support BT to allow identification of your Sites without any restrictions.
- (c) For standard and forwarding calling scenarios you will send the Site specific CLI, which allows the identification of your physical location within the PAID (P-Asserted ID) field. The format needs to be in site specific international format like [+CCxxx] or [00CCxxx].
- (d) You will not manipulate the CLI sent in PAID at any time while your IPT architecture is connected to the BT Network unless BT is informed and have agreed to the change in advance.
- (e) You will send, in addition, for forwarding calling scenarios, the Site specific CLI within the DIVERSION field. The format needs to be in site specific international format like [+CCxxx] or [00CCxxx].
- (f) You will send a presentation CLI within the FROM field. The sent number must be in line with domestic regulations and will be screened by BT. In the event that the CLI fails the screening, no CLI will be sent within FROM field. The format needs to be in site specific international format like [+CCxxx] or [00CCxxx].
- (g) Where Centralised SIP Trunking is used, CLIP/CLIR attributes remain unchanged.

2.2.11 Centralised SIP Trunking solutions can also be implemented with Sites that have the BT One Voice global VPN Service Option. Where you choose to implement a Centralised IPT architecture with Sites that have the BT One Voice global VPN Service, the features and conditions of the BT One Voice global VPN Service Option, as set out in this Schedule will apply to the provision of Centralised SIP Trunking for those Sites.

### 2.3 BT One Voice SIP Trunking 3<sup>rd</sup> Party

- 2.3.1 In certain countries, we use BT Partners to provide a SIP trunking service over the BT Partner's network to your Site ("**BT One Voice SIP Trunking 3<sup>rd</sup> Party**").
- 2.3.2 Features on BT One Voice SIP Trunking 3<sup>rd</sup> Party may vary from those available on BT One Voice SIP Trunking.
- 2.3.3 Centralised SIP Trunking implemented on Sites provisioned on BT One Voice SIP Trunking 3<sup>rd</sup> Party cannot be combined with Centralised SIP Trunking Sites provisioned on the BT Network.

### 2.4 Access

You can access the Service (except for BT One Voice SIP Trunking 3<sup>rd</sup> Party) using either:

- 2.4.1 **Indirect Access**, by dialling an access number provided by BT, which can be via:
  - (a) a PBX; or
  - (b) a suitable Mobile Device, where available

## 3 Service Management Boundary

- 3.1 BT will provide and manage the Service as set out in Parts B and C of this Schedule and as set out in any applicable Order up to the demarcation points as set out in the remainder of this Paragraph 3.1 ("**Service Management Boundary**").
  - 3.1.1 The Service Management Boundary for Service with Indirect Access is the PSTN interconnect interface which is used to hand the call over to the BT Network.
  - 3.1.2 The Service Management Boundary for Service with Direct Access via Internet ordered from a third party is the interface on the BT firewall to the public Internet.
  - 3.1.3 The Service Management Boundary for the BT One Voice SIP Trunking 3<sup>rd</sup> Party is to the interface of the BT Partner's firewall to the public Internet.
- 3.2 BT will have no responsibility for the Service outside the Service Management Boundary.
- 3.3 BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.

## 4 Associated Services and Third Parties

- 4.1 You will have the following services in place that will connect to the Service and are necessary for the Service to function and will ensure that these services meet the minimum technical requirements that BT specifies;
  - 4.1.1 if you have selected Indirect Access:
    - (a) a PBX; and/or



- (b) an appropriate telephone service to access the BT Network, e.g. PSTN service, from a PTSP, and you will ensure that this access service is capable of transmitting the CLI to the BT Network; or
- (c) a suitable Mobile Device, where applicable;

4.1.2 means of accessing the Internet,

(each an “**Enabling Service**”).

- 4.2 If BT provides you with any services other than the Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.
- 4.3 BT will not be liable for failure to or delay in supplying the Service if another supplier delays or refuses the supply of an electronic communications service to BT and no alternative service is available at reasonable cost.

## 5 Specific Terms and Conditions

### 5.1 Subscription Term

At the end of any applicable Subscription Term, unless one of us gives Notice to the other of an intention to terminate the Service in accordance with the Agreement, BT will continue to provide the Service and both of us will continue to perform each of our obligations in accordance with the Agreement.

### 5.2 Access to Emergency Services

#### 5.2.1 BT One Voice Access to BT Conferencing (BT One Collaborate On-Net)

- (a) You will ensure that your Users acknowledge and agree that the Service does not provide the ability for Users to call the emergency services by dialling the emergency service numbers applicable to the country in which the Site is located and that alternative arrangements should be made to cover this including the maintenance of a fixed telephone number.

#### 5.2.2 BT One Voice SIP Trunking

- (a) You will ensure that your Users acknowledge and agree that the Service provides the ability for Users to call the emergency services by dialling the emergency service numbers applicable to the country in which the Site is located but that caller location information will only be provided where you:
  - (i) inform BT of the geographic location of calling numbers to enable BT to maintain a database of calling numbers and geographic locations;
  - (ii) inform BT immediately of any changes to those locations; and
  - (iii) configure your PBX to accurately convey correct calling number locations.
- (b) You will provide all reasonable assistance to enable BT to add the correct emergency centre code to the routing information in order for BT to route the call to the relevant emergency centre, failing which you will provide a separate break out for emergency calls from the relevant Site(s). In the event that your Site is directly connected to the BT One Voice SIP Trunking Service and is not part of a centralised architecture, you must send the CLI of this location within the PAID field of the SIP message.
- (c) Your failure to comply with the requirements of Paragraph 5.2.2(b) will constitute a material breach of the Agreement. BT accepts no responsibility or liability to you in the event of your failure to comply with Paragraph 5.2.2(b).
- (d) You will comply with the terms and conditions of the VOIP Obligations Annex to Voice Schedules.
- (e) You will ensure that Users have other means of accessing the emergency services if an End Point is moved from a Site, and is used away from your registered Sites.
- (f) BT does not guarantee the ability to call the emergency services using the Service.
- (g) Emergency calls may fail or call continuity may be affected, where there is a mains power failure, failure of Internet service and connectivity, or failure of access to the Service.
- (h) You and your Users will not be able to make emergency calls if BT has suspended or interrupted the Service for any reason.
- (i) Wherever possible you should consider an alternative means to support emergency calls should the Service not be available due to the conditions set out in Paragraphs 5.2.2(g) and 5.2.2(h).

- 5.3 If you have requested BT to supply the Service to Site(s) in India, you must be registered as an Other Service Provider (OSP) with the Department of Telecommunications, Government of India for each of the Sites. You will also ensure that no PSTN breakout/connectivity is enabled within the territory of India.

### 5.4 CLI Delivery

BT cannot guarantee the delivery of CLI over third party networks.

### 5.5 Traffic Data

- 5.5.1 You consent to BT acquiring specific voice traffic data and content as part of the delivery, support, reporting and billing processes on the BT Network. BT will not share such traffic data and content with



any third party and will store the traffic data and content in order to comply with your agreed support, reporting and billing needs.

- 5.5.2 Where you select BT One Voice SIP Trunking 3<sup>rd</sup> Party you consent to BT Partners acquiring specific voice traffic data and content as part of the delivery, support, reporting and billing processes on their network. BT Partners will not share such traffic data and content with any third party and will store the traffic data and content in order to comply with your agreed support, reporting and billing needs.



## Part B – Service Delivery and Management

### 6 BT's Obligations

#### 6.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service, BT:

- 6.1.1 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are notified to BT in writing. BT will not be liable if, as a result of any such compliance, BT is in breach of any of BT's obligations under the Agreement;

#### 6.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 6.2.1 for Indirect Access, provide an in-country access number, complete the BT One Voice Network Databuild and test the Service through to the terminating number. The Service Start Date occurs on successful completion of the test;
- 6.2.2 for Direct Access via the Internet, agree with you on the encryption configuration that you will implement on the Customer Equipment to be connected to the Service, complete the BT One Voice Network Databuild and conduct a set of standard tests to ensure that the configuration is functioning correctly. The Service Start Date occurs on successful completion of the tests. BT will not be liable if the Service cannot be delivered due to a failure of the encryption configuration on the Customer Equipment;
- 6.2.3 connect the Service to each applicable Enabling Service; and
- 6.2.4 for BT One Voice SIP Trunking 3<sup>rd</sup> Party via Internet:
  - (a) work with you and the BT Partner to agree the encryption configuration that you will implement on the Customer Equipment to be connected to the Service, implement the BT Partner Network Databuild and conduct a set of standard tests to ensure that the configuration is functioning correctly. The Service Start Date occurs on successful completion of the tests. BT will not be liable if the Service cannot be delivered due to a failure of the encryption configuration on the Customer Equipment; and
  - (b) work with the BT Partner to connect the Service to each applicable Enabling Service.

#### 6.3 During Operation

On and from the Service Start Date, BT:

- 6.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Levels in Part C of this Schedule;
- 6.3.2 where applicable, will maintain a web portal and server to provide you with online access to reports;
- 6.3.3 may carry out Maintenance from time to time and will endeavour to inform you:
  - (a) at least five Business Days before any Planned Maintenance on the BT Network and/or BT Equipment, however you agree that BT may inform you with less notice than normal where emergency Maintenance is required; or
- 6.3.4 may, where applicable, in the event of a security breach affecting the Service, require you to change any or all of your passwords. BT does not guarantee the security of the Service against unauthorised or unlawful access or use.

#### 6.4 The End of the Service

On termination of the Service by either one of us, or expiry, BT may disconnect and remove any BT Equipment located at the Sites.

### 7 Your Obligations

#### 7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service by BT, you will:

- 7.1.1 provide BT with any information reasonably required without undue delay;
- 7.1.2 provide BT with access to any Sites during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Service;
- 7.1.3 complete any preparation activities that BT may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;
- 7.1.4 where applicable, notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;



- 7.1.5 in jurisdictions where an employer is legally required to make such disclosure to its employees and/or Users:
- (a) inform your employees and Users that as part of the Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by your employees and/or Users;
  - (b) ensure that your employees and Users have consented or will be deemed to have consented to such monitoring and reporting (if such consent is legally required), agree that BT will not be liable for any failure by you to comply with this instruction and indemnify BT from and against any Claims or action brought by your employees or Users against BT arising out of the delivery of Services by BT; and
  - (c) inform your employees and Users that the Service will provide itemised billing and calls will be logged;
- 7.1.6 provide and maintain appropriate connections, lines and Mobile Devices for use with the Service. You will pay all charges related to provision and use of such connections, lines and Mobile Devices and report any incidents in such connections, lines and Mobile Devices directly to the supplier of the connection, line or Mobile Device;
- 7.1.7 prepare and maintain the Site for the installation of BT Equipment and supply of the Service, including, without limitation:
- (a) provide a suitable and safe operational environment for any BT Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and in accordance with applicable installation standards;
  - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers and/or provide any openings in buildings required to connect BT Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance Services;
  - (c) carry out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance Services;
  - (d) provide a secure, continuous power supply at the Site for the operation and maintenance of the Service and BT Equipment at such points and with such connections as BT specifies. In order to mitigate any Service interruption resulting from failure in the principal power supply, you will provide back-up power with sufficient capacity to conform to the standby requirements of the applicable British standards; and
  - (e) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate;
- 7.1.8 provide BT with the CLI for each PSTN line or Mobile Device that will use the Service and ensure that the CLI is presented for each call. Call attempts with no CLI will fail;
- 7.1.9 for BT One Voice SIP Trunking:
- (a) present BT with a network CLI which belongs to a BT-provisioned number block range and/or ported number block range;
  - (b) not connect End Points or Mobile Devices directly to the BT One Voice SIP Trunking Service Option. When the BT One Voice SIP Trunking Service Option has been selected, you will be responsible for connecting any End Points directly to your PBX (or equivalent);
  - (c) be responsible for, and ensure the proper configuration of your LAN, PBX equipment (or equivalent) and all End Points so that the User's location can be properly identified;
  - (d) if you ordered Internet access from a third party:
    - (i) ensure that you have a suitable Internet access connection that can support voice calls and have sufficient capacity for your voice requirements (for example, when taking into account other traffic using that connection);
    - (ii) ensure that the Internet access is provided before BT starts the commissioning of the BT One Voice SIP Trunking; and
    - (iii) repair all Incidents that are outside the Service Management Boundary.
  - (e) agree that the successful configuration of encryption for the BT One Voice via Internet depends on many variables and equipment and requires the cooperation of your technical team;
  - (f) implement the encryption configuration on the Customer Equipment for BT Voice SIP Trunking over Internet access option;
  - (g) comply with all specifications and prerequisites that BT provides to you which is required for the provision of the BT One Voice SIP Trunking Service over Internet access; and
  - (h) if you have requested BT to supply the Service to Site(s) in Australia, notify BT with details of any change or update to your address or registration information. BT is required by law to provide details of your numbers hosted by the Service and registration information to the Integrated Public



Number Database (IPND). You must notify BT with details of any change or update to your address or other registration information. You consent to BT disclosing this information to Telstra and third party providers solely for the purposes of maintaining the IPND. The IPND is managed by Telstra and BT is not responsible for any actions of Telstra in relation to the IPND. If requested by you, you further consent to BT's disclosure and use of this information for publication in Sensis directory listings.

### 7.2 Service Operation

On and from the Service Start Date, you will:

- 7.2.1 ensure that Users report Incidents to ATOS and not to BT;
- 7.2.2 ensure that you will take Incident reports from Users and pass these to ATOS using the reporting procedures agreed between you and ATOS;
- 7.2.3 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
- 7.2.4 ensure that, where applicable, any Customer Equipment that is connected to the Service or that you use, directly or indirectly, in relation to the Service is:
  - (a) connected using the applicable BTNetwork termination point, or BT Partner network termination, unless you have BT's permission to connect by another means and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
  - (b) adequately protected against viruses and other breaches of security;
  - (c) technically compatible with the Service and will not harm or damage BT Equipment, the BT Network, or any of BT's Partners', suppliers' or subcontractors' network or equipment; and
  - (d) approved and used in accordance with relevant instructions and Applicable Law;
- 7.2.5 where applicable, immediately disconnect any Customer Equipment, or advise BT to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 7.2.6 where applicable, distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
- 7.2.7 where applicable, maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User;
- 7.2.8 where applicable, ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
  - (a) inform BT immediately if a user ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way; and
  - (b) take all reasonable steps to prevent unauthorised access to the Service;
- 7.2.9 where applicable, if BT requests you to do so in order to ensure the security or integrity of the Service, change any or all passwords and/or other systems administration information used in connection with the Service;
- 7.2.10 where applicable, comply with the provisions of any Software licences provided with or as part of the Service;
- 7.2.11 where applicable, ensure that the maximum number of Users that you authorise to access and use the Service ("**Authorised Users**") will not exceed the permitted number of User identities set out in the Order;
- 7.2.12 where applicable, not allow any Authorised User subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual Authorised User, in which case you will ensure the prior Authorised User will no longer have any right to access or use the Service;
- 7.2.13 where applicable, maintain a written, up to date list of current Authorised Users and provide such list to BT within five Business Days of BT's written request at any time; and
- 7.2.14 comply with all specifications and prerequisites that BT provides to you that are required to troubleshoot BT One Voice SIP Trunking Service over Internet access.

### 7.3 The End of the Service

On termination of the Service by either one of us, or expiry you will, where applicable:

- 7.3.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Sites;
- 7.3.2 disconnect any Customer Equipment from BT Equipment located at the Sites;
- 7.3.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;





- 7.3.4 arrange for any BT Equipment located at the Sites to be returned to BT;
- 7.3.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment; and
- 7.3.6 configure the Customer Equipment to ensure that you cease using the Service.

### 8 Notification of Incidents

- 8.1 Where you become aware of an Incident you will report it to ATOS using the incident reporting procedures agreed between you and ATOS.

### 9 Invoicing

- 9.1 BT will invoice you for the Charges for the Service in the amounts and currency specified in any Orders.
- 9.2 Unless stated otherwise in an applicable Order, BT will invoice you for:
  - 9.2.1 Installation Charges, on the Service Start Date (or monthly in arrears prior to the Service Start Date for any work carried out where the planned installation period is longer than one month);
  - 9.2.2 Recurring Charges, except Usage Charges, monthly in advance (unless regulation requires BT to invoice these in arrears). For any period where Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
  - 9.2.3 Usage Charges, monthly in arrears, calculated at the then current rates;
  - 9.2.4 applicable one-off Charges, e.g. configuration Charges;
  - 9.2.5 De-installation Charges within 60 days of de-installation of the Service; and
  - 9.2.6 any Termination Charges incurred upon termination of the relevant Service.
- 9.3 BT may invoice you for any of the following Charges in addition to those set out in the Order:
  - 9.3.1 Charges for investigating Incidents where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Agreement;
  - 9.3.2 Charges for commissioning the Service outside of Business Hours;
  - 9.3.3 Charges for restoring Service if the Service has been suspended in accordance with the General Terms;
  - 9.3.4 Charges for cancelling the Service in accordance with the General Terms;
  - 9.3.5 Charges for expediting provision of the Service at your request;
  - 9.3.6 Charges BT may incur as a result of you supplying incorrect information;
  - 9.3.7 Charges for any continued use of the Service after termination or expiry of the Service;
  - 9.3.8 where you have selected BT One Voice SIP Trunking Service in North America, any Charges to recover the contributions required to be paid to emergency services funds at the North American state and local level. In addition BT may charge you an additional Charge (as set out in the Order) per E911 or 911 call made in North America that is manually handled due to having incorrect or no record in the emergency calling database;
  - 9.3.9 Charges for not complying with traffic profile requirements as in out in Paragraph 10; and
  - 9.3.10 any other Charges set out in any applicable Order or as otherwise agreed between both of us.

### 10 Traffic Profiles

- 10.1 You agree the pricing and quality of service is based on reasonable use of a PSTN service dedicated to business-oriented activities.
- 10.2 You will ensure that your traffic patterns comply with all of the elements in the following profile:
  - 10.2.1 During the Subscription Term you will maintain and you will be charged for:
    - (a) a minimum of eight Channels per (T1/E1) connected Site;
    - (b) a minimum of five Channels per Internet connected Site; and
    - (c) a minimum number of 25 Channels (where each Channel supports one simultaneous call) across all Sites;
- 10.3 You are responsible for paying all Charges for communications originated by abuses, failures, frauds, etc. originated in equipment managed by you, including those originated by persons not authorized by you who have accessed the equipment by any means, either locally or remotely.

### 11 Charges at the End of the Agreement

- 11.1 If you exercise your rights under the General Terms to terminate the Agreement or any Service for convenience, you will pay BT:
  - 11.1.1 all outstanding Charges for Service rendered;



- 11.1.2 De-installation Charges;
- 11.1.3 any remaining Charges outstanding with regard to BT Equipment;
- 11.1.4 any other Charges set out in the Order; and
- 11.1.5 the following additional Charges:
  - (a) all committed costs to a supplier incurred by BT as a result of your commitment to BT under the Agreement, which BT cannot reasonably mitigate; and
  - (b) all incremental charges incurred by BT from a supplier due to the early termination.
- 11.2 In addition to the Charges set out at Paragraph 11.1 above, if you terminate Service during any applicable Subscription Term you will pay BT:
  - 11.2.1 for any parts of the Service that were terminated during the first 12 months of the Subscription Term, Termination Charges, as compensation, equal to:
    - (a)
      - (i) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the applicable Subscription Term; and
      - (ii) 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months, of the applicable Subscription Term; and
    - (b) any waived Installation Charges; and
  - 11.2.2 for any parts of the Service that were terminated after the first 12 months of the Subscription Term, Termination Charges, as compensation, equal to 20 per cent of the applicable Recurring Charges for any remaining months of the applicable Subscription Term.

## 12 Service Amendment

- 12.1 You may request, by giving BT Notice, a change to:
  - 12.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or
  - 12.1.2 the Service at any time after the Service Start Date.
- 12.2 If you exercise your right under Paragraph 12.1, and except where a change results from BT's failure to comply with BT's obligations under the Agreement, BT will, within a reasonable time, provide you with a written estimate, including:
  - 12.2.1 the likely time required to deliver the changed Service; and
  - 12.2.2 any changes to the Charges due to the changed Service.
- 12.3 BT has no obligation to proceed with any change that you request under Paragraph 12.1, unless and until we both agree in writing on the necessary changes to the Charges, implementation timetable and any other relevant terms of the Agreement to take account of the change.
- 12.4 If BT changes a Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, in BT's reasonable discretion, apply additional reasonable one-time and/or Recurring Charges.

## 13 BT Equipment

- 13.1 BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.
- 13.2 You will not use BT Equipment other than in accordance with BT's written instructions or authorisation and will not move, add to, reconfigure, modify or otherwise interfere with BT Equipment, nor permit any other person (other than a person authorised by BT) to do so.
- 13.3 You will be liable to BT for any loss of or damage to BT Equipment, except where the loss or damage is a result of fair wear and tear or caused by BT.
- 13.4 You will not move or relocate any BT Equipment without BT's prior written consent and you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation.



Part C – Service Levels

14 Service Availability

14.1 Availability Service Level

- 14.1.1 From the Service Start Date, BT will provide the Service with a target availability corresponding to the applicable SLA Category for the Service as set out in the table below (the “Availability Service Level”).
- 14.1.2 Availability Service Credits apply for Qualifying Incidents at either:
  - (a) the Standard Availability Service Credit Rate; or
  - (b) as applicable, the Elevated Availability Service Credit Rate.

14.2 SLA Categories

14.2.1 The following table sets out the Availability Annual Targets, the Maximum Annual Availability Downtime, the Maximum Monthly Availability Downtime, the Standard Availability Service Credit Rate, the Elevated Availability Service Credit Rate and the Service Credit Interval for the SLA Category:

SLA Category	Availability Annual Target	Maximum Annual Availability Downtime	Maximum Monthly Availability Downtime	Standard Availability Service Credit Rate	Elevated Availability Service Credit Rate	Service Credit Interval
Cat A+	≥ 99.99%	1 hour	0 minutes	4%	8%	15 min

14.2.2 The SLA Category applicable to your relevant Service Options will be set out in the Order.

14.3 Availability Service Credits

- 14.3.1 If a Qualifying Incident occurs, BT will measure and record the Availability Downtime for the Site or Circuit starting from when a Qualifying Incident is reported, and ending when BT closes the Incident.
- 14.3.2 BT will measure the Availability Downtime in units of full minutes during the Local Contracted Business Hours for Access Line Incidents, and during the Contracted Maintenance Hours for BT Equipment Incidents.
- 14.3.3 Following the measurement taken in accordance with Paragraphs 14.3.1 and 14.3.2, BT will calculate the cumulative Availability Downtime for the calendar months in which the Qualifying Incident occurred (the “Cumulative Monthly Availability Downtime”) and for the previous 12 consecutive calendar months (the “Cumulative Annual Availability Downtime”).
- 14.3.4 In the event that a Site or Circuit has been installed for less than 12 consecutive months, BT will apply an assumed Cumulative Annual Availability Downtime for the previous 12 consecutive months for that Site or Circuit using the Availability Downtime data recorded to date.
- 14.3.5 If the Cumulative Monthly Availability Downtime of the Site or Circuit exceeds the Maximum Monthly Availability Downtime, you may request Availability Service Credits at the Standard Availability Service Credit Rate for each stated Service Credit Interval above the Maximum Monthly Availability Downtime.
- 14.3.6 If the Cumulative Annual Availability Downtime of the Site or Circuit, exceeds the Maximum Annual Availability Downtime, you may request Availability Service Credits for all further Qualifying Incidents at the Elevated Availability Service Credit Rate for each started Service Credit Interval above the Maximum Annual Availability Downtime up to and until the Cumulative Annual Availability Downtime by Service is less than the Maximum Annual Availability Downtime.
- 14.3.7 Availability Service Credits are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charges.

14.4 Exceptions

- 14.4.1 Availability Service Level does not apply to
  - (a) voice calls delivered over Internet access; and
  - (b) BT One Voice SIP Trunking 3<sup>rd</sup> Party.

15 Resiliency Restoration

15.1 Resiliency Restoration Service Level

Where you have purchased a Resilient Service and experience loss of Service on any Resilient Component (which does not amount to a Severity Level 1 Incident), BT aims to restore Service to the affected Resilient Components within 24 hours of you reporting the Incident, (“Resiliency Restoration Service Level”).The Resiliency Restoration Service Level will not apply where there is a Qualifying Incident (in which case, the Availability Service Level will apply).



15.2 Resiliency Restoration Service Credits

- 15.2.1 If the affected Resilient Components are not restored within 24 hours, a Service Credit is due for each commenced hour in excess of the Resiliency Restoration Service Level ("**Resiliency Restoration Service Credit**").
- 15.2.2 Resiliency Restoration Service Credits are equal to 1 per cent of the total monthly Recurring Charges for the Resilient Service up to a maximum amount equal to 100 per cent of the monthly Recurring Charges.

16 Network Performance

16.1 BT Network – Transmission rate

- 16.1.1 BT's targets for transmission rates, that is the speed of transmission of voice-band and fax signals, on the BT Network for On-Net calls (including the Access Lines) or for the part of the call carried on the BT Network (including Access Line) for On-Net to Off Net calls are 9.6 Kbits per second for voice band data and 14.4 Kbits per second for fax, subject to the Customer Equipment being capable of transmitting at these rates ("**Transmission Rate Service Level**").
- 16.1.2 If you experience transmission rates lower than the target rates on any route(s) then you will need to report it to ATOS using the reporting procedures agreed between you and ATOS.
- 16.1.3 BT will investigate the cause and if the low transmission rate is due to the BT Network, BT will resolve the Incident as quickly as possible.
- 16.1.4 If the Incident continues for five days or more then a Service Credit will be due and BT will pay you a Service Credit of two per cent of the monthly Recurring Charge for the affected (originating) Site.

16.2 BT Network – Post Dial Delay (PDD)

- 16.2.1 For any route(s) for On-Net calls (including the Access Lines that BT provides) or for the part of the call carried on the BT Network (including Access Line) for On-Net to Off-Net calls ("**Qualifying Route**"), BT's target is for PDD to be five seconds or less ("**Post Dial Delay Service Level**").
- 16.2.2 If you experience PDD greater than five seconds on any Qualifying Route, then you will report it to ATOS using the Incident reporting procedures agreed between you and ATOS.
- 16.2.3 BT will investigate the cause and if it is due to the BT Network, BT will resolve the Incident as quickly as possible.
- 16.2.4 If either the PDD persists for more than five Business Days, or if three Incidents on the same Qualifying Route(s) in any calendar month are reported, then a Service Credit of two per cent of the monthly Recurring Charge from the originating Site will be due.
- 16.2.5 These targets for PDD do not apply to:
  - (a) Access Lines with compression applied; and
  - (b) Sites with Site location codes or a variable length Dial Plan.

16.3 Normal Call Completion

- 16.3.1 An On-Net call is complete when the caller hears a ring tone, busy tone, or network generated recorded message. The call is considered normally completed when the call is terminated by one of the callers on the call "**hanging up**".
- 16.3.2 BT's target for normal call completion rate per month is more than or equal to 98 per cent ("**Call Completion Service Level**").
- 16.3.3 The Call Completion Service Level does not include completion to an Off-Net destination after the call has been delivered to the Off-Net gateway.
- 16.3.4 BT will deliver the call up to where it is handed off to the PSTN and/or mobile network service providers.
- 16.3.5 If a call does not complete then you will report it to ATOS using the Incident reporting procedures agreed between you and ATOS.
- 16.3.6 BT will investigate the cause, and, if it is due to the BT Network, will resolve the Incident as quickly as possible.
- 16.3.7 BT will measure call completion performance each calendar month as the percentage of calls proven by BT to have failed against the total completed calls originating from a Site.
- 16.3.8 Service Credits are due as follows:

Normal call completion rate (per Month)	Service credit (% of the monthly Recurring Charges for originating Site)
more than or equal to 98%	0%
less than 98% and more than 90%	2%
less than 90%	4%



- 16.3.9 Abnormal call termination caused by the calling party, the called party, or resources of either party is not covered by the Call Completion Service Level.
- 16.3.10 If BT Equipment (e.g. Managed Router at a Site) is disconnected deliberately, call failure is not covered by the Call Completion Service Level.
- 16.3.11 The Call Completion Service Level does not apply if BT successfully delivers a call to an Off-Net location but it cannot be completed due to actions of the PSTN or mobile network provider.

### 16.4 Call Quality

- 16.4.1 The BT Network is intended to support quality voice for On-Net calls at all Sites directly connected to the BT Network. Call quality for Off-Net calling is subject to the performance of the third party egress network provider and is outside BT's control.
- 16.4.2 Additionally, for BT One Voice access to BT Conferencing (BT One Collaborate On-Net), call quality may be dependent upon the performance of third party egress providers and / or the equipment used by you to connect to the service and as such is outside BT's control.
- 16.4.3 You accept that your usage of the Internet access option to access the Service will be subject to the normal constraints imposed by the Internet, such as the possible degradation in voice quality through packet drops, delay and non-guarantee of throughput. BT will not be responsible for any degradation in voice quality, outages or similar issues caused by the Internet access option.

## 17 Payment of Service Credits

- 17.1 BT will issue you with the applicable Service Credits by deducting those Service Credits from your invoice within two billing cycles.
- 17.2 Following expiry or termination of the Agreement where no further invoices are due to be issued by BT, BT will pay you the Service Credits in a reasonable period of time.
- 17.3 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 17.4 If there are multiple Access Lines to a Site, and some, but not all Access Lines have failed, any Availability Service Credits will be calculated in proportion to the total Site Charges. For example, if a Site has four Access Lines and one fails, the Service Credit will be one quarter of the Service Credit that would apply if all the Access Lines had failed.
- 17.5 The Service Levels under this Schedule will not apply:
  - 17.5.1 in the event that Section 2.2(i) of the General Terms applies;
  - 17.5.2 during any trial period of the Service;
  - 17.5.3 to failures due to any Force Majeure Event;
  - 17.5.4 if you cause a delay, provide inaccurate information or do not provide any requested information in accordance with any reasonable timescales BT tells you about;
  - 17.5.5 to any Incident not promptly and correctly reported to BT; and
  - 17.5.6 if you have not complied with the Agreement.



## Part D – Defined Terms

### 18 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule):

“**Access Line**” means a Circuit connecting a Site to the BT Network.

“**Authorised User**” has the meaning given in Paragraph 7.2.11.

“**Availability**” means the period of time when the Service is functioning.

“**Availability Downtime**” means the period of time during which a Qualifying Incident exists as measured by BT in accordance with Paragraph 14.3.1.

“**Availability Service Credit**” means the Service Credit calculated at the Standard Availability Service Credit Rate or at the Elevated Availability Service Credit Rate as applicable.

“**Availability Service Level**” has the meaning given in Paragraph 14.1.1.

“**BT Conferencing**” means BT’s line of business known as BT Conferencing.

“**BT IP Connect Global**” means BT’s private, global IP-based VPN service based on MPLS technology which is provided under its own standard terms and conditions.

“**BT IP Connect UK**” means BT’s MPLS based data VPN service known as IP Clear, marketed as BT IP Connect UK service which is provided under its own standard terms and conditions.

“**BT One Voice access to BT Conferencing (BT One Collaborate On-Net)**” means the Service Option as set out in Paragraph 2.1.

“**BT One Voice Direct**” is a charging option for the Service as set out in Paragraph 10 and in the Order.

“**BT One Voice global VPN**” means the Service Option as set out in Paragraph **Error! Reference source not found..**

“**BT One Voice Network Databuild**” means the configuration activity required to set up the Service for you.

“**BT One Voice SIP Trunking**” means the Service Option as set out in Paragraph 2.2.

“**BT Partner**” means a service provider selected by BT to provide BT One Voice SIP Trunking 3<sup>rd</sup> Party to Sites in certain countries where BT One Voice SIP Trunking is not available.

“**Business Hours**” means between the hours of 0800 and 1700 in a Business Day.

“**Call Barring**” has the meaning given at Paragraph 2.2.4.

“**Call Completion Service Level**” has the meaning given in Paragraph 16.3.2.

“**Call Manager**” means a software based PBX for controlling and connecting IP Telephones that are based on the Internet Protocol.

“**Calling Line Identification**” or “**CLI**” means the feature which provides the phone number of the caller as the call comes in.

“**Calling Line Identification Presentation**” or “**CLIP**” means a standardised field within the SIP call setup messages protocol that is exchanged between your PBX and the Service.

“**Calling Line Identification Restriction**” or “**CLIR**” means a standardised field within the SIP call setup messages protocol that is exchanged between your PBX and the Service.

“**Centralised IPT**” means provisioning of the BT One Voice SIP Trunking Service through a single IPT Call Manager at a central location with IP phones at multiple remote locations within the same country or within a region.

“**Centralised SIP Trunking**” means the Service Option as set out in Paragraph 2.2.10.

“**Channel**” means a channel that supports one simultaneous call.

“**Circuit**” means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided as part of the Service.

“**Contracted Maintenance Hours**” means the times during which BT will provide maintenance for BT Equipment, which will be Business Hours unless specified otherwise in the Order.

“**Cumulative Annual Availability Downtime**” has the meaning given in Paragraph 14.3.3.

“**Cumulative Monthly Availability Downtime**” has the meaning given in Paragraph 14.3.3.

“**Customer Equipment**” means any equipment and any software, other than BT Equipment, used by you in connection with a Service.

“**De-installation Charges**” means the charges payable by you on de-installation of the Service that will be equal to the then current rates for Installation Charges on the date of de-installation.

“**Dial Plan**” has the meaning given in Paragraph **Error! Reference source not found..**

“**DIVERSION**” means a standardised field within the SIP call setup messages protocol that is exchanged between your PBX and the Service.

“**Elevated Availability Service Credit Rate**” means the applicable rate as set out in the table at Paragraph 14.2.1 for the relevant SLA Category.

“**Enabling Service**” has the meaning given in Paragraph 4.1.

“**End Point**” means any device, including soft client(s), which is connected to your PBX or equivalent.

“**Ethernet**” means a family of computer networking technologies for LANs.



**"Ethernet Direct"** means an access method which enables you to directly connect your PBX via a 10/100/1G Ethernet connection to the BT One Voice SIP Trunking Service.

**"E911"** means the system used in North America that links emergency callers with the appropriate emergency resources.

**"FRF16.1"** means a network feature that is used to optimise the use of bandwidth in a network.

**"FROM"** means a standardised field within the SIP call setup messages protocol that is exchanged between your PBX and the Service.

**"Incident"** means an unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.

**"Indirect Access"** means the Service Option as set out in Paragraph 2.4.1.

**"Installation Charges"** means those Charges set out in the Order in relation to installation of the Service and/or any Customer Equipment and/or BT Equipment as applicable.

**"Integrated Services Digital Network"** or **"ISDN"** means a set of communication standards for simultaneous digital transmission of voice, video, data, and other network services over the traditional circuits of the PSTN.

**"Internet"** means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

**"Internet Protocol"** or **"IP"** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

**"IP Telephone"** or **"IP Phone"** means a telephone device that converts speech into digital IP packets. Beyond the basic functionality an IP Telephone can also provide complementary services.

**"IP Telephony"** or **"IPT"** means a telephony service using an Internet Protocol.

**"ITU E.164"** means a numbering plan for the world-wide public switched telephone network and some other data networks.

**"Local Area Network"** or **"LAN"** means the infrastructure that enables the ability to transfer IP services within Sites (including data, voice and video conferencing services).

**"Local Contracted Business Hours"** means the times during which maintenance of any Access Line is provided, which will be Business Hours unless specified otherwise in the Order.

**"Managed Router"** means a router owned and provided by BT for use with the BT IP Connect Global service and BT IP Connect UK service, as further defined in the BT IP Connect Global Service Schedule to the General Terms and the BT IP Connect UK Service Schedule to the General Terms.

**"Maximum Annual Availability Downtime"** has the meaning given in the table at Paragraph 14.2.1 for the relevant SLA Category.

**"Maximum Monthly Availability Downtime"** has the meaning given in the table at Paragraph 14.2.1 for the relevant SLA Category.

**"Subscription Term"** means the subscription commitment for the Service or part thereof as set out in an Order.

**"Mobile Device(s)"** means a mobile handset(s) meeting BT's technical specifications.

**"Mobile Operator"** means a provider of mobile call services.

**"Multi Protocol Label Switching"** or **"MPLS"** means a private, global IP-based VPN service based on industry standards that provides you with any-to-any connectivity and differentiated performance levels, prioritisation of delay and non-delay sensitive traffic as well as voice and multi-media applications, all on a single network.

**"Network Terminating Equipment"** or **"NTE"** means the BT Equipment used to provide the Service, either at the point of connection between the BT Network and the Access Line, or provided at the Sites for connection to the Network Terminating Unit.

**"Network Terminating Unit"** or **"NTU"** means the socket where your wiring, equipment or existing qualifying data service is connected to the Access Line.

**"Off-Net"** means a call that is routed via the PSTN.

**"On-Net"** means a call that is routed between two of your Sites on the same contract.

**"OSP"** or "Other Service Provider" means a status applicable under the laws and regulations of India for which you are required to register under using the Service in India for various activities as set out on the website of the Government of India (see: <http://dotosp.gov.in/>).

**"PAID"** means a standardised field within the SIP call setup messages protocol that is exchanged between your PBX and the Service.

**"PBX"** means Private Branch Exchange.

**"Planned Maintenance"** means any Maintenance BT has planned to do in advance.

**"Post Dial Delay"** or **"PDD"** means the time from when the node to which the Site is connected receives the last digit of a valid number to when ringing tones are returned to the Customer Equipment at that Site.

**"Post Dial Delay Service Level"** has the meaning given in Paragraph 16.2.1.

**"PSTN"** means Public Switched Telephone Network, which is the concentration of the world's public circuit switched telephone networks.

**"PTSP"** means Public Telephony Service Provider, which is a network provider offering telephony services to the public in the respective country.



**"Qualifying Incident"** means a Severity Level 1 Incident, except where any of the following events have occurred:

- (a) the Service has been modified or altered in any way by you, or by BT in accordance with your instructions;
- (b) Planned Maintenance;
- (c) you have performed any network configurations that BT did not approve;
- (d) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests; or
- (e) you requested BT to test the Service at a time when no Incident has been detected and/or reported.

**"Qualifying Route"** has the meaning given in Paragraph 16.2.1.

**"Recurring Charges"** means the Charges for the Service or applicable part of the Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in the Order.

**"Resiliency Restoration Service Credit"** has the meaning given in Paragraph 15.2.1.

**"Resiliency Restoration Service Level"** has the meaning given in Paragraph 15.1.

**"Resilient Component"** means, with respect to a Resilient Service, any of the Access Lines or BT Equipment.

**"Resilient Service"** means a Service or part of a Service, as set out in the Order, where BT provides:

- (a) two or more Access Lines, to provide more resiliency;
- (b) BT Equipment; and
- (c) Maintenance service 24 hours a day and seven days a week, including public holidays in respect of (a) and (b) above.

**"RTP"** or **"Real-time Transport Protocol"** means an Internet Protocol standard that defines a way for applications to manage the real-time transmission of data.

**"Service"** has the meaning given in Paragraph 1.

**"Service Credit Interval"** means as set out in the table at Paragraph 14.2.1 for the relevant SLA Category.

**"Service Level"** means each of the On Time Delivery Service Level, the Availability Service Level, the Resiliency Restoration Service Level, the Transmission Rate Service Level, the Post Dial Delay Service Level and the Call Completion Service Level.

**"Service Management Boundary"** has the meaning given in Paragraph 3.1.

**"Service Options"** has the meaning given in Paragraph 2.

**"Service Start Date"** means the date upon which the Service is first made operationally available to Customer.

**"Severity Level 1 Incident"** means an Incident that cannot be circumvented and that constitutes a complete loss of Service at the Site or Circuit and in respect of a Resilient Service, excluding any loss of service of a Resilient Component where you still have access to the Service through the other back-up Resilient Component.

**"SIP"** means Session Initiation Protocol which is a technical standard used to initiate and terminate voice calls **"sessions"**.

**"Site"** means a location at which the Service is provided.

**"SLA Category"** means the category, as set out in the Order, which, in accordance with the table set out at Paragraph 14.2.1, specifies the following in relation to the Service, Site or Circuit:

- (a) Availability Annual Target;
- (b) Maximum Annual Availability Downtime
- (c) Maximum Monthly Availability Downtime;
- (d) Standard Availability Service Credit Rate;
- (e) Elevated Availability Service Credit Rate; and
- (f) Service Credit Interval.

**"Standard Availability Service Credit Rate"** means the applicable rate as set out in the table at Paragraph 14.2.1 for the relevant SLA Category.

**"Ticket"** has the meaning given in Paragraph **Error! Reference source not found.** and may also be known as a **"fault reference number"**.

**"Time Division Multiplex"** or **"TDM"** means a method of transmitting and receiving independent signals over a common signal path.

**"Transmission Rate Service Level"** has the meaning given in Paragraph 16.1.1.

**"T1/E1"** means PRI Primary Rate Interface. T1 is used in North America and E1 is used in Europe.

**"Uniform Resource Locator"** or **"URL"** means a character string that points to a resource on an intranet or the Internet.

**"Usage Charges"** means the Charges for the Service or applicable part of the Service that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number of agents using the Service, or the number of minutes the Service was used for) with the relevant fee that is specified in the Order.





“**Virtual Private Network**” or “**VPN**” means a network that appears private to your Users while being provided over network infrastructure that is shared with other customers. Unless otherwise agreed in writing, your communications over your VPN are restricted to those Sites belonging to your VPN.

“**VoIP**” or “**Voice-over Internet Protocol**” means delivery of voice and multimedia communications over Internet Protocol (IP) networks.

“**Wi-fi**” means wireless local area network products that are based on the Institute of Electrical and Electronics Engineers’ (IEEE) 802.11 standards.