

General Service Schedule for Ethernet Connect UK

BT Reference No. **_**** _****

1 Definitions

The following definitions apply where appropriate in addition to those in the General Terms and Conditions.

"Access Line" means a circuit connecting a Site to the BT Network.

"Availability" means the period of time when the Service is working.

"Contracted Maintenance Hours" means the times when BT shall provide maintenance for BT Equipment. These shall be 24 hours per day, seven days per week, 365 days per year unless stated otherwise.

"Downtime" means the period of time during which a Qualifying Fault(s) exists.

"Ethernet Connect UK Virtual Connection ("EVC")" means an EVC which is configured to provide a virtual path over the BT Network between the Customer's selected Sites.

"Gateway" means an interface that allows the transfer and/or conversion of data between services.

"Jitter" means an indicator of the variation in the time between packets arriving at a Site.

"Local Contracted Business Hours" means the times when maintenance of any Access Line is provided. These shall be 24 hours per day, seven days per week, 365 days per year unless stated otherwise.

"Managed Router" means a Router managed by BT provided at a Site as part of the Service

"BT Network" means the telecommunications network owned or leased by BT used to provide the Service.

"Operational Service Date" means the date on which any Service or part of a Service is first made available to the Customer by BT or the date when the Customer first starts to use such Service (or part of such Service), whichever date is earlier.

"Order" shall have the meaning given to it in the General Terms and Conditions and shall include the Customer Requirement Form which the Customer is required to complete to BT's satisfaction; the Customer Requirement Form captures detailed Service specific information.

"Packet Delivery" means a measure of data successfully conveyed via the BT Network.

"Planned Maintenance" is any work that is planned in advance to be carried out by BT or on its behalf which causes the Service to be suspended.

"Post Dial Delay" ("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.

"Qualifying Fault" means a fault resulting in a total loss of Service (both primary and any resilience/back-up) to a Site or EVC as appropriate.

"Round Trip Delay" ("RTD") means an indicator of Network delay performance.

"Router" means equipment which determines the Network priority and, if applicable, the route to be used by the Service.

"Service Availability Area" means the DSL coverage area as may be amended by the DSL supplier from time to time.

"Service Level" means an agreed level of service for Delivery, Availability and/or Network Performance as may be applicable to a Service and as set out in this Schedule.

"Service Management Boundary" means the demarcation point up to which BT will manage the Service.

2 Provision of Service

Each Service or part of the Service shall have a Minimum Period of Service as set out in the Service Annex, calculated from the Operational Service Date as notified by BT. Following expiration of the Minimum Period of Service the Service shall continue in full force and effect unless or until terminated by either Party in accordance with the General Terms and Conditions or the Service Annex.

- 2.1 BT will provide the Service(s) as described in the Service Annex(es) to this Schedule.
- 2.2 BT will provide a range of information about the Service provided and managed by BT, which, depending on the Service, may be a handbook or access to a website.

- 2.3 If BT detects or the Customer reports a fault, BT will do the following:

Network Faults. BT will respond to reported faults without undue delay.

Access Faults. BT will work with the relevant supplier to restore service as soon as practicable during Local Contracted Business Hours.

BT Equipment Faults. If possible BT will fix the problem remotely. If necessary, BT or its supplier will visit the Site as soon as reasonably practicable during Contracted Maintenance Hours.

BT is not responsible for rectifying any faults:-

- in any Customer, host or LAN application;
 - in any cable, connector or interface between the BT Equipment and any Customer Equipment;
 - in any equipment or device that is not provided by BT; or
 - beyond the Service Management Boundary.
- 2.4 BT has the exclusive right to manage the configuration of BT Equipment.
- 2.5 In addition to maintenance performed during BT's regularly scheduled maintenance windows, BT may carry out Planned Maintenance from time to time. BT aims to inform the Customer at least
- 7 days before scheduled hardware or software maintenance on the BT Network and/or BT Equipment
 - without undue delay for scheduled Access Line supplier maintenance
- 2.6 BT will provide the contact details (either e-mail, telephone or fax, as appropriate) of designated contact points, collectively "Service Centre", which will be the Customer's contact points for placing orders, reporting faults and making inquiries relating to the Service. The Customer will be able to use the numbers to contact BT to report faults 24 hours a day, 365 days a year and to order services or make enquiries during Business Hours, or as specified on the Order.

3 The Customer's Responsibilities

- 3.1 The Customer will provide BT with all reasonable assistance for BT to perform Service delivery and acknowledges that certain minimum technical requirements may be necessary. BT will inform the Customer in advance of these requirements.
- 3.2 Some Services require the Customer to provide a PSTN or ISDN line(s). The Customer will pay all Charges related to provision and use of and report any faults in such lines directly to the supplier. The lines may only be used in connection with the Service.
- 3.3 The Customer will give BT the name(s) and contact details of the individual(s) who are authorised to act on behalf of the Customer for service management matters ("Customer Contact"). The Customer Contact will:
- be available at all times and provide assistance and information during Service delivery
 - be available after Service delivery in accordance with the Service maintenance option as selected by the Customer.
 - take fault reports from Users, who may not contact BT directly

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- report faults to the Service Centre using the reporting procedures notified by BT and be available for all subsequent fault management communications
 - inform BT of changes to the information supplied when ordering the Service including any changes to the Customer Contact details
- 3.4 The Customer will provide and maintain its own LAN and/or WAN and ensure that the LAN protocols and applications it uses will operate satisfactorily over WAN connections using the Service.
- 3.5 The Customer will provide, at its own cost, any necessary internal cabling between the BT Equipment and any Customer Equipment (including PBX).
- 3.6 Except for IP addresses expressly registered in the Customer's name, all IP addresses, BT based domain names and telephone numbers made available with the Service shall at all times remain the property of BT or its suppliers and shall be non-transferable. All the Customer's rights to use such IP addresses, domain names or telephone numbers will cease on termination or expiration of the Service.
- 3.7 If Third party software is required in order to operate the Services, the Customer is responsible for ensuring that it has the appropriate number and type of software licences and that any applications (other than ones provided by BT as part of the Service) are compatible with the Service.
- 3.8 The Customer will ensure that it has appropriate security policies, including data archiving, in place.
- 3.9 BT cannot ensure that any requested Domain Name will be available from or approved for use by the Internet authorities and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.
- 3.10 The Customer warrants that it is the owner of, or is authorized by the owner of the trade mark or name that it wishes to use as a Domain Name.
- 3.11 The Customer is responsible for all fees associated with registration and maintenance of its Domain Name, and will reimburse BT for any and all fees paid by BT to any Internet registration authority, and thereafter be responsible for paying such fees directly to the relevant Internet authorities.
- 3.12 The Customer is responsible for the distribution, ongoing management, maintenance, security and proper use of all valid usernames, userIDs and passwords used in connection with the Service and shall:
- inform BT immediately if a user ID or password has, or is likely to, become known to an unauthorized person, or is being or may be used in an unauthorised way;
 - not change or attempt to change a user ID;
 - take all reasonable steps to prevent unauthorised access to the Service; and
 - satisfy BT's security checks if a password is lost or forgotten.
- 3.13 BT reserves the right to:
- suspend user ID and password access to the Service if BT considers that there is, or is likely to be, a breach of security; and
 - require the Customer to change any or all of the Customer's passwords.
- 3.14 The Customer acknowledges that any voice Service provided by BT may not be capable of either calling emergency services and/or correctly identifying a the caller's location to the emergency service. The Customer agrees that it is responsible for ensuring that it puts appropriate measures in place to enable Users to call emergency services.

4 BT's Acceptable Use Policy

The Customer is responsible for its Content and that of any of its Users (including any Content hosted by the Customer or any User on behalf of third parties). The Customer acknowledges that it has read and agrees to be bound by and to ensure that any Users will comply with this BT Acceptable Use Policy ("AUP") and the acceptable use policies of any connected networks and generally accepted Internet standards.

- 4.1 The Service must not be used:
- (a) fraudulently or in connection with a criminal offense under the laws of any country where the Service is provided;

- (b) to send, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;
- (c) in contravention of any instructions that BT has given under the the Agreement;
- (d) to cause annoyance, inconvenience or needless anxiety;
- (e) to send or provide or receive unsolicited advertising or promotional material;

- 4.2 The Customer must not use a Domain Name which infringes the rights of any person in a corresponding trade mark or name.
- 4.3 If the Customer or anyone else, (with or without the Customer's knowledge or approval) uses the Service in contravention of the AUP; or uses the Service in any way which, is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from BT, then BT can treat the contravention as a material breach and as such BT may either suspend the Service or terminate the Service pursuant to the General Terms and Conditions. If Service is suspended it will not be restored until the Customer provides an acceptable assurance that there will be no further contravention.

5 Charges and Payment Terms

- 5.1 Charging will commence on the Operational Service Date. The Customer will pay the Charges for the Service and any optional Service features (including upgrades and re-configuration) as set forth in the relevant Order in accordance with the General Terms and Conditions. Charges for use of the Service will be calculated in accordance with details recorded by, or on behalf of, BT.
- 5.2 Unless otherwise agreed:
- (a) any one-time installation Charges will be invoiced upon the Operational Service Date(s);
 - (b) any recurring Charges, except usage Charges, will be invoiced monthly in advance; and
 - (c) any usage Charges will be invoiced monthly in arrears, calculated at the then current rates, unless otherwise agreed in writing.
- 5.3 For the purpose of calculating a charge payable for any period:
- (a) each period will begin on the first day of the relevant Month;and
 - (b) for any period where Service is provided for less than one Month, the Recurring Charges will be pro rata on a daily basis.
- 5.4 BT reserves the right to charge the Customer for
- (a) investigating Customer reported faults which are not Qualifying Faults and BT finds no fault or that the fault is outside the Service Management Boundary;
 - (b) Service Delivery outside of Business Hours;
 - (c) Restoring Service if the Service has been suspended; and/or
 - (d) Excess Construction Charges.

6 Termination charges

In addition to the provisions of the General Terms and Conditions, if the Customer terminates Service to one or more Sites or if BT terminates Service for breach before the Minimum Period of Service has expired, then, in addition to all outstanding charges for Service rendered, the Customer will pay the termination charges below:

- (a) an amount equal to the Recurring Charges per Site for any remaining Months of the first 12 Months of the Minimum Period of Service;
- (b) an amount equal to 20% of the Recurring Charges per Site for all other remaining Months of the Minimum Period of Service;
- (c) any waived Installation Charges per Site where Service is terminated within the first twelve (12) Months of the Minimum Period of Service;
- (d) any additional charges which BT has to pay a supplier as a result of early termination of the Service;and
- (e) any remaining charges outstanding with regard to BT Equipment.

7 Service Levels

- 7.1 Delivery, that is, the delivery and installation of Service at a Site occurs on the Operational Service Date.

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- 7.1.1 The Customer may request a delivery date on the Order for each Site, the "Customer Requested Date" ("CRD"). BT will respond with a Customer Commit Date ("CCD"), which is the date on which BT agrees to deliver the Service.
- 7.1.2 If at any time BT agrees to use reasonable endeavours to expedite Delivery, this will not affect the original CCD and no Service Level will apply to any expedited date.
- 7.1.3 If the Customer requests a change to the Service or any part of the Service including, without limitation, any equipment or any IP address location, this may affect the original CCD. In such cases BT reserves the right to re-negotiate a new date for Delivery and the Service Level for the original CCD will no longer apply.
- 7.1.4 If BT delivers any part of the Service after midnight on the CCD, then the Customer will automatically receive a reduction in the applicable Connection Charge (installation Charge) for each affected part of the Service as set forth below, up to 20% of the applicable Connection Charge.

Number of Business Days late (after the CDD)	Reduction in Connection Charge
1-10	5%
11-15	10%
16-20	15%
More than 20	20%

7.2 Availability

- 7.2.1 Downtime will only be measured during the Local Contracted Business Hours (for Access Faults) or the Contracted Maintenance Hours (for BT Equipment Faults) specified on the Order. If the Customer reports a Qualifying Fault in the Service, BT will aim to restore Service within 5 hours of the fault being reported.
- 7.2.2 BT will inform the Customer when the fault is cleared, and will close the trouble ticket when either the Customer confirms within a maximum period of 72 hours that the fault is cleared, or BT has attempted and failed to contact the Customer and the Customer does not respond within a maximum period of 72 hours. If the Customer confirms that the fault is not cleared within a maximum period of 72 hours of being informed, the trouble ticket will remain open, and Downtime adjusted. Following closure of the trouble ticket, the time taken by the Customer to retest the Service does not constitute Downtime for the calculation of Service Credits.
- 7.2.3 When BT exceeds the target repair times for a reported fault and the reported fault is a Qualifying Fault, then the Customer will automatically receive a Service Credit. The Service Credits will be as follows:
- For each hour or part hour beyond the target repair time, a Service Credit of 15% of the Monthly rental will be applied up to a maximum of:-
- 100% of Monthly rental for the affected EVC and.
 - 100% of Monthly rental for the affected dedicated circuit (Etherway).

7.3 General Exclusions

- 7.3.1 The following are not Qualifying Faults, and Downtime will not be measured;
- (a) if the Customer asks BT to test the Service although no fault has been detected and/or reported;
 - (b) if the Service has been modified or altered in any way by the Customer or at the Customer's request;
 - (c) during Planned Maintenance;
 - (d) for faults due to any Customer performed network configurations not approved by BT;
 - (e) for changes or alterations made other than by BT to the Service or to BT Equipment, connections, routing plan, applications or test equipment, or the mapping of applications; or
 - (f) if a fault is reported and BT cannot confirm that a fault exists after performing tests.

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7.3.2 Only measurements carried out by BT shall be used in the calculation of Service Credits.

7.3.3 The Service Levels do not apply

- (a) if the Customer does not provide access, delays providing access or denies permission for BT or its agents and suppliers to carry out necessary repairs to the Service;
- (b) if failure is due to matters beyond the reasonable control of BT as detailed in the General Terms and Conditions;
- (c) to any Qualifying Fault not reported in accordance with BT's fault reporting procedures; or
- (d) if the Customer has not complied with the Agreement.

7.4 Payment of Service Credits

7.4.1 The Service Credit will be payable to the Customer on their next invoice.

7.4.2 Any failure to meet the Service Levels shall not be considered a material breach of the Contract.

ETHERNET CONNECT E-LINE ANNEX

1 Definitions

The following definitions shall apply to the provision of the Service, in addition to those in the General Terms and Conditions.

“**Contract Year**” means a period of 12 Months commencing on the date the Core Commitment Package (CCP) is initially set up and each subsequent period of 12 Months thereafter.

2 Service Description

The Service comprises end to end connectivity between Network Terminating Equipment (NTE) at the Sites, so providing the Customer with the ability to connect its Sites together in an Ethernet Virtual Private Network and transmit data between them. The Service is available as a single EVC or as multiple EVCs. The Service operates over dedicated circuits (which the Customer may already have had installed by BT or which the Customer procures from BT) ; these dedicated circuits connect the Sites to the BT Network.

The Service provides the data transmission path from one Site to another. It can be used as:

- Point to point; or
- Point to multipoint; or
- Fully meshed connection.

2.1 Service Components

The Service has two configuration parameters, which will be selected by the Customer and set out on the Order:-

- Traffic Class (Premium, Standard, Default and Multicos)
- Service Bandwidth.

Premium Traffic Class is configured so that the committed data rate (CDR) is equal to the peak data rate (PDR), which is equal to the Service Bandwidth. All the traffic within the Service has equal priority and the full bandwidth rate can be utilised. Frames will only be discarded if traffic exceeds this limit.

Standard Traffic Class is configured so that the CDR is set at 20% of the PDR, and PDR is equal to the Service Bandwidth. Traffic exceeding the CDR rate will be allowed into the BT Network up to a maximum value of PDR, dependent upon availability of space used by all equivalent traffic.

Default Cos

Units of Ethernet Layer 2 data (“Frames”) are carried across a single BT core network queue.

The Customer can mark each Frame with 2 priority markings. Up to 20% of the Customer’s Frames can be marked with the higher priority; the Cos Option is specified at the time the Order is taken. The Customer carries out marking as part of its network management processes.

Multi Cos

Frames are carried across 3 BT core network queues according to their priority markings. The Customer can mark each Frame with one of 5 priority markings. The Cos Option is specified at the time the Order is taken. The Customer carries out marking as part of its network management processes.

The Customer may have a mixture of CoS Services over the dedicated circuits.

There are a range of Service Bandwidth options available, which the Customer can select when completing the Order.

2.2 Access Methods

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The Customer may utilise its existing dedicated circuits (subject to survey by BT) or procure dedicated circuits from BT to provide the physical connectivity between the Site and the BT Network. The dedicated circuits are available to the Customer subject to additional terms and conditions as specified in the Etherway Service Annex below.

3 Minimum Period of Service

The Minimum Period of Service shall be a period of one Month, calculated from the Operational Service Date, continuing thereafter in accordance with the General Terms and Conditions.

4 Service Delivery

4.1 BT will conduct a standard set of commissioning tests to ensure the configuration of the Service is correct. The Operational Service Date for the Service occurs on the successful completion of tests.

4.2 Service Bandwidth upgrades are permitted within the Minimum Period of Service, however, Service Bandwidth downgrades shall only be effective on expiry of the Minimum Period of Service.

5 BT Service Management Boundary

5.1 The Service Management Boundary is the physical Ethernet interface on the Customer side of the NTE on the associated dedicated circuit. This includes provisioning, maintenance and management of all elements up to this Service Management Boundary.

6 Charges and Payment Terms

6.1 The Service has a one time activation charge, which will appear on the Customer's first invoice.

6.2 The Service will also incur a rental charge which will be invoiced quarterly in advance. Charges for the Service will depend on the Service Bandwidth taken, the type of Traffic Class selected and the pricing band of the BT Network nodes serving the connected Sites.

6.3 BT reserves the right to revise the Charges no more than twice in any period of 12 Months. BT will give the Customer 6 weeks' written notice of any increases in Charges. If the Customer does not accept the increased Charges the Customer may terminate the Service, such termination to take effect on expiry of the notice period and termination charges will not apply.

6.4 The Core Commitment Package (CCP) offers discount on rental charges for the Service. The Customer commits to spend a specified amount on the Service (the Committed Spend) during a Contract Year. The Committed Spend is a value of gross undiscounted spend; in doing so, the Customer makes a commitment to achieve at least 90% of the Committed Spend during the Contract Year ("the Contract Floor").

Unless the Customer formally terminates the CCP or amends the Committed Spend, subject to paragraph 2 below, the CCP will continue automatically for subsequent Contract Years with the same level of Committed Spend.

The CCP cannot be amended during the Contract Year; it can only be amended for the next Contract Year.

The discount varies depending on the level of Committed Spend. At the commencement of the CCP, BT uses the Committed Spend to calculate a fixed discount percentage, which will apply during that Contract Year.

At the end of each Contract Year, BT will assess a Customer's actual spend against Committed Spend. Following this assessment, one of the following will occur:

1. If the Customer has achieved the Contract Floor, the CCP will apply for the next Contract Year, unless the Customer formally applies to terminate the CCP or to amend the Committed Spend.
2. If the Customer does not achieve the Contract Floor, BT may levy a Default Charge. This will be calculated as 20% of the difference between the Customer's actual spend and the Contract Floor. Where the Contract Floor has not been achieved the CCP cannot apply to the next Contract Year at the same level of Committed Spend. BT will contact the Customer, offering the option to reduce Committed Spend or terminate the CCP. If the Customer takes no action, standard charges will apply.

After termination of the CCP standard charges will apply.

7. Service provided over Etherway Access (Copper) or Etherway Access (Superfast)

Where the Service is provided over Etherway Access (Copper) or (Superfast), for the purposes of clause 7.2.1 in the General Service Schedule, BT will aim to restore Service within 7 hours of the fault being reported ("Express Care").

ETHERNET CONNECT E-LAN

The conditions for Ethernet Connect E-Line Annex above apply with the following variations:-

2 Service Description (this replaces section 2 of the Ethernet Connect E-Line Annex in its entirety)

Ethernet Connect E-LAN ("the Service") provides connectivity between an Etherway and an Ethernet Local Area Network (ELAN) The Service comprises connection of the Site and an ELAN Closed User Group to provide the Customer with the ability to connect Sites together in an any-to-any configuration and transmit data between them. The Service is available as a single EVC or as multiple EVCs. The Service operates over dedicated circuits (which the Customer may already have had installed by BT or which the Customer procures from BT); these dedicated circuits connect the Sites to the BT Network.

The Service provides the data transmission path from one Site to the ELAN CUG. It can be used as:

- Point to multipoint; or
- Fully meshed, or
- Any-to-any connection.

2.3 Service Components

The Service has two configuration parameters, which will be selected by the Customer and set out on the Order:-

- Service Bandwidth
- Class of Service

There are a range of Service Bandwidth options available, which the Customer can select when completing the Order.

There are 2 Class of service schemes.

Default Cos

Units of Ethernet Layer 2 data ("Frames") are carried across a single BT core network queue.

The Customer can mark each Frame with 2 priority markings. Up to 20% of the Customer's Frames can be marked with the higher priority; the Cos Option is specified at the time the Order is taken. The Customer carries out marking as part of its network management processes.

Multi Cos

Frames are carried across 3 BT core network queues according to their priority markings. The Customer can mark each Frame with one of 5 priority markings. The Cos Option is specified at the time the Order is taken. The Customer carries out marking as part of its network management processes.

Clause 6.2 Charges

Rental charges apply to the Service and will be invoiced quarterly in advance. Charges for the Service will depend on the Service Bandwidth taken, the Class of service option selected and the pricing band of the BT Network nodes serving the connected Sites.

ETHERWAY ACCESS ANNEX (FIBRE)

1 Definitions

The following definitions shall apply to the provision of the Service, in addition to those in the General Terms and Conditions.

“Port Based” means that the BT Ethernet Connect E-Line Service does not require VLAN tagging and only a single EVC can route through the Service.

“VLAN Aware” is the name given to a feature which allows BT Ethernet Connect E-LineService to be separated logically by VLAN tags in accordance with IEEE 802.1q, enabling multiple EVCs to run over the Service.

2 Service Description

The Service comprises one or more dedicated circuits connecting a Site to the BT Network, so providing connectivity between the Customer's Site and the BT Network.

2.1 Service Components

There are three configuration parameters for the Service:

2.1.1 Resilience

The Standard access configuration gives a single physical path from the Site to the BT Network and provides no resilience against failure.

The Protected resilience configuration provides two paths from the Site to the BT Network. The primary path carries the Customer's traffic and the failover path carries the Customer's traffic in the event of failure on the primary path. If the primary path fails, traffic will automatically be re-routed via the failover path without any intervention from the Customer. The two paths are planned so that they are diversely routed. They are monitored to ensure the paths remain diverse. Both primary and failover paths will be the same speed and terminate on the same Node. The Customer must not use the failover path at any time other than during a failure of the primary path.

Diverse resilience provides 2 separate circuits connected to a single PoP. The circuits are provided to the Customer on separate NTE. Each circuit can be a different bandwidth and both circuits can be used simultaneously. Diversity between the 2 circuits is provided between the Customer and the PoP. BT does not provide controlled traffic switching in the event of Service failure.

Diverse Plus provides 2 separate circuits connected to 2 separate PoPs. The circuits are provided to the Customer on separate NTE. Each circuit can be a different bandwidth and both circuits can be used simultaneously. Diversity between the 2 circuits is provided between the Customer and the 2 PoPs. BT does not provide controlled traffic switching in the event of Service failure. “Diversity” means that the fibre paths for each circuit reside in separate cables but the cables may not reside in separate ducts. There is no assurance against duct failure at any point on the 2 circuits. In the event that both circuits fail, the provisions of section 7 Service Levels shall apply.

2.1.2 Port Configurations

The Customer has a choice of 2 Port configurations which are selected at the time of order of the Etherway Access.

In the “VLAN Aware” configuration, multiple EVCs of the BT Ethernet Connect E-LineService can route over the same Service. The EVCs are separated logically by VLAN tags in accordance with IEEE 802.1q, as specified in the IEEE 802.1q definition. The Customer Equipment must be capable of supporting this feature. The Customer can chose the VLAN IDs for each EVC or these can be allocated by BT.

In the “Port Based” configuration only a single EVC of the BT Ethernet Connect E-LineService can route over the Service. This configuration does not require the Customer Equipment to provide VLAN tags.

2.1.3 Bandwidth

The Service is available in either 10Mb, 100Mb, 1Gb or 10Gb.

The 10Mbit/s bandwidth option is provided with a 10base T interface.

The 100 Mbit/s bandwidth option is provided with a 100 base T interface.

For the 1 Gbit/s bandwidth option the Customer has a choice of either a 1000 baseSX or 1000 baseLX interface.

The 10 Gb bandwidth option is provided with a 10,000 base LR interface and the VLAN option must be chosen.

3. Minimum Period of Service

The Minimum Period of the Service is 12 Months, calculated from the Operational Service Date, continuing thereafter in accordance with the General Terms and Conditions.

4 Service Delivery

BT will configure the Service and conduct a set of standard commissioning tests to ensure that the configuration at a Site is functioning correctly. The Operational Service Date for a Site occurs on successful completion of the tests at that Site.

5 BT Service Management Boundary

The Service Management Boundary is the physical Ethernet interface on the Customer side of the NTE provided by BT. This includes provisioning, maintenance and management of all elements up to this Service Management Boundary.

The physical interface will be provided in accordance with SIN360 available at www.sinet.bt.com

6 Charges and Payment Terms

6.1 The Service has a one time Installation Charge.

6.2 Rental Charges will be invoiced quarterly in advance.

6.3 Installation and Recurring Charges will depend on the Resilience and Bandwidth options selected by the Customer.

6.4 BT reserves the right to revise the Charges no more than twice in any period of 12 Months. BT will give the Customer 6 weeks' written notice of any increases in Charges. If the Customer does not accept the increased Charges the Customer may terminate the Service, such termination to take effect on expiry of the notice period and termination charges will not apply.

6.5 An Etherway Term Discount (ETC) is available on recurring Rental Charges. The Customer must commit to the Service for a fixed Discount Term (2, or 3, years) at the time the Order is placed.

The amount of discount applied will depend on the length of the Discount Term.

If a Customer terminates the Service before the end of the Discount Term, or downgrades the Service to a lower capacity variant, a termination charge will apply, which is calculated as 20% of the annual net rental that would otherwise have been payable for the remainder of the Discount Term.

At the end of the Discount Term, unless the Customer has applied to extend the ETC before it expires or has signed up for a new ETC, the discount will be removed from the Service and standard charges will apply.

ETHERWAY ACCESS ANNEX (COPPER)

The conditions for Etherway Access Annex (FIBRE) above apply with the following variations:-

General Service Schedule clause 7.2.1 – BT will aim to restore Service within 7 hours of the fault being reported.

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Clause 2.1.1 Resilience – only Standard access is available

Clause 2.1.3 Bandwidth - There are a range of Service Bandwidth options available, all will have a 10base T interface. The Customer can select the option when completing the Order.

Clause 4 Service Delivery – if during the standard commissioning tests BT determines that it is not possible to deliver the selected Service Bandwidth, BT will advise the Customer accordingly. In these circumstances the Customer agrees that BT reserves the right to cancel the Order without any charge to the Customer and without any further liability on BT's part.

ETHERWAY ACCESS ANNEX (SUPER FAST)

The conditions for Etherway Access Annex (FIBRE) above apply with the following variations:-

General Service Schedule clause 3. The Customer will be responsible for the provision of 2 x 13A power sockets within 1m of the location of the Access Connection. In the case of delivery over FTTC the Customer must make provision for a BT PSTN line which can either be existing or which the Customer has ordered separately to be provisioned and installed prior to acceptance of the Super fast order.

General Service Schedule clause 7.2.1 – BT will aim to restore Service within 7 hours of the fault being reported "Express Care" for FTTC. BT will aim to restore Service within 20hours of the fault being reported for FTTP.

Clause 2 Service Description Superfast is delivered over either a fibre connection to the Customer premises (FTTP) or over a PSTN line connection from the nearest equipped cabinet served by fibre from the exchange (FTTC); the delivery option is determined by BT depending on the Customer location and BT can advise this at the time of Order. The PSTN line is supplied separately to the Service. FTTP lines are delivered independently of a PSTN connection.

Clause 2.1.1 Resilience – only Standard access is available.

Clause 2.1.3 Bandwidth – In the case of an FTTC connection the Customer will be advised of the operational speed of the connection to facilitate ordering of traffic connections. FTTP connections have a range of bandwidth options .

Superfast is supplied with support for Multicos E Line and E LAN connections only see E-Line Annex clause 2.1 and E-LAN annex clause 2.3.

Clause 4 Service Delivery – The Customer must ensure that there is a suitable BT PSTN line termination within 1m of the required location for the Service. During delivery of Super fast access using FTTC , the Openreach engineer will install all necessary BT Equipment. Superfast FTTC connections are terminated on a 10/100base T interface.

FTTP connections are terminated on an Optical Network Termination (ONT) . The Customer interface is one of four Ethernet ports presented as 10/100/1000 BaseT interfaces.

BT will configure the Service and conduct a set of standard commissioning tests to ensure that the configuration at a Site is functioning correctly. The Operational Service Date for a Site occurs on successful completion of the tests at that Site.

If during commissioning tests BT determines that it is not possible to deliver Superfast, BT will advise the Customer accordingly. In these circumstances the Customer agrees that BT reserves the right to cancel the Order without any charge to the Customer and without any further liability on BT's part.

ETHERWAY EXCHANGE CONNECT ANNEX (In Building Handover)

The conditions for Etherway Access Annex (FIBRE) above apply with the following variations:-

Clause 2 The Customer Site must be within the multi users access (MUA) area of the BT Exchange.

Clause 2.1.1 Resilience – only Standard access is available.

Clause 2.1.3 Bandwidth – only 1GB Service Bandwidth option is available, and will have 1000 base LX interface.

Clause 5. The physical interface will be provided in accordance with SIN476 available at www.sinet.bt.com

SHARED ACCESS

Shared Access allows the Customer (the 'Main Customer') to share some or all of the Etherway Access bandwidth with other BT customers ('Sharing Customers').

1. Shared Access may be enabled on any type of Etherway Access – Superfast GEA, Etherway Copper, Etherway Fibre, Etherway Exchange Connect, provided that the Etherway Access has VLAN Aware Segmentation.
2. The Main Customer must request that a Sharing Record be created for each Sharing Customer with which they wish to share the Etherway Access . Sharing Records can be created for new or existing Etherway Accesses.
3. There is no limit to the number of Sharing Customers who can share an Etherway Access but there can only be one Main Customer.
4. The Etherway Access is provided to the Main Customer under the standard conditions of this General Service Schedule for Ethernet Connect UK.
5. When Shared Access is enabled, it is not possible to modify the VLAN Aware Segmentation (i.e. it cannot be changed to Port only), nor is it possible to reduce the bandwidth of the Etherway Access.
6. Once a Sharing Record has been created for a Sharing Customer, it is then the Sharing Customer's responsibility to order and pay for any EVC connections it requires to run over the shared Etherway Access.
7. Standard capacity management rules apply to the maximum number of EVCs and the maximum number of ELANs which can run over an Etherway Access; these will be advised at the time of Order.
8. BT will not accept any Order for Shared Access if provision of the Service would breach its licence obligations or any other regulation.
9. Shared Access is not available via the Customer portal.

MAIN CUSTOMER RESPONSIBILITIES

1. The Main Customer must request that an Etherway Access can be shared with a Sharing Customer. The Main Customer must complete the CRF to specify:-
 - a. The ID of the Etherway Access to be shared
 - b. The name of the Sharing Customer
 - c. The amount of bandwidth it wants to share with the Sharing Customer
2. It is the Main Customer's responsibility to give details of the Etherway Access to the Sharing Customer to enable the Sharing Customer to order EVCs over the Etherway Access.
3. It is the Main Customer's responsibility to provide adequate CPE on the Main Customer side of the NTE to correctly direct and protect the integrity of the Sharing Customer's data.
4. If the Main Customer wishes to upgrade the bandwidth of the shared Etherway Access, Service will be unavailable during the bandwidth upgrade and this will not constitute a Qualifying Fault for the purposes of section 7 (Service Levels) of this General Service Schedule. It is the Main Customer's responsibility to notify all Sharing Customers of the time and duration of the planned upgrade.
5. The Main Customer is responsible for reporting any problems on the Etherway Access.
6. The Main Customer must advise the Sharing Customer if the Main Customer reports a fault on the Etherway Access and must inform the Sharing Customer when any fault is cleared to reduce duplicative faults being raised on EVCs and Etherway Accesses. BT will not

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- accept any fault reports from any Sharing Customer when there is an open fault on the Shared Access.
7. The Main Customer must advise all Sharing Customers that the fault investigation may require intrusive testing.
 8. The Main Customer must report a fault to BT if more than one Sharing Customer notifies the Main Customer that there are problems with the Shared Access.
 9. It is the Main Customer's responsibility to modify the shared bandwidth with a Sharing Customer if required by the Sharing Customer. The Main Customer must complete the CRF and submit the request to BT.
 10. It is the Main Customer's responsibility to inform the Sharing Customer if the Main Customer wishes to cease the Etherway Access. All EVCs which run over an Etherway Access must be ceased prior to an Etherway Access being ceased. If there are any active EVCs when an Etherway Access is due to be ceased, BT will cease the EVCs with immediate effect to enable the ceasing of the Etherway Access.

SHARING CUSTOMER RESPONSIBILITIES

1. It is the Sharing Customers responsibility to order and pay for any EVCs which utilise Shared Access.
2. The Sharing Customer must contact the Main Customer in the first instance if it believes there is a fault. If there are no other faults on the Shared Access, the Sharing Customer can report a fault on the EVC running over the Shared Access.
3. The Sharing Customer must contact the Main Customer to agree downtime for testing to resolve the fault. Downtime and testing timescales must be provided by the Main Customer to enable BT to meet the commitment to resolve the fault within the SLA. If the Sharing Customer does not obtain agreement to downtime and does not consent to intrusive testing then the fault will be placed on hold.
4. As part of the initial fault check with the Main Customer, the Sharing Customer must ask the Main Customer to check that the Main Customer's equipment is all working correctly and provide a Site contact name for the Etherway Access
5. The Sharing Customer agrees that BT is not responsible for acting on information provided by the Sharing Customer which subsequently proves to be incorrect.
6. The Sharing Customer must accept these standard conditions of this General Service Schedule for Ethernet Connect UK.
7. The Sharing Customer must obtain consent from the Main Customer before running any intrusive tests.
8. The Sharing Customer acknowledges and agrees that BT is not liable for any loss, corruption or misdirection of the Sharing Customer's data and if the Main Customer does not notify the Sharing Customer of the time and duration of planned upgrades.