

BT Master Services Agreement

BT Business Voice – Voiceport Service - Annex to General Services Schedule

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

1 Definitions

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

“**Busy Hour**” means the hour during Business Hours where the most traffic is originated from a Site

“**CLI**” means Calling Line Identification, the feature which provides the phone number of the caller

“**Node**” means a point on the BT VoicePort Network where equipment allows the Customer to connect

“**Off Net**” means a call some or all of which is transported on the PSTN

“**On-Net**” means a call transported entirely on the BT VoicePort Network, without using the PSTN

“**POP**” means point of presence, a geographical location where BT has a presence to access the BT

“**Port**” means the physical and logical termination point of the Service located at the BT VoicePort

2 Service Description

BT VoicePort Service is a virtual private network service for the transmission of voice, fax and voice band data either between the Sites connected to the BT VoicePort Network (OnNet-OnNet traffic), or from the Customer's Site(s) connected to the BT VoicePort Network to other locations not directly connected to the BT VoicePort Network (OnNet-OffNet traffic). Three service options exist – VPMMax, VPFlex and VPSwitched. The Customer may choose any one of these options for each Site, but may not select more than one option at a Site.

The Customer can connect Sites using either private or public (conforming to ITU E.164) dialing plans. For VPMMax and VPFlex, the Forced On-net (FON) option will direct calls, whether dialed to public or private numbers, to route over the BT VoicePort Network. The Virtual On-net (VON) option allows calls to a frequently dialed PSTN number to be added to the Customer's dialing plan.

2.1 Service Options

2.1.1 VPMMax

This option is most suitable for Customer Sites with large volumes of traffic. An Access Line (s) (either E1 or T1 depending on location) is used to connect the Site to an E1 or T1 Port(s) on the BT VoicePort Network. This option has a flat-rate Port charge, which includes most On-net calls and calls to fixed numbers in any country where a Node is located. The Customer's traffic pattern at the Site must conform to the conditions set forth in the Charging and Payments Clause of this Service Schedule.

2.1.2 VPFlex

This option is most suitable for medium or variable volumes of traffic, or where the Access Line is used in conjunction with BT CCS (International) Service. An Access Line(s) (either E1 or T1 depending on location) is used to connect the Site to an E1 or T1 Port(s) on the BT VoicePort Network. This option has a flat-rate Port charge plus usage based charges for all calls.

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2.1.3 VPSwitched

This option is most suitable for Sites with low call volumes. The Service is accessed via the PSTN. There are usage based charges for all calls. Single- or dual-stage dialing will be used, depending on location.

3 Service Delivery

For VPMax and VPFlex, BT will provide the Access Line, complete the BT VoicePort Network data-build and conduct a set of standard tests to ensure that the configuration is functioning correctly. The Operational Service Date occurs on successful completion of the tests.

For VPSwitched, BT will provide the specified in-country access number, complete the BT VoicePort Network data-build and test the Service through to the terminating number. The Operational Service Date occurs on successful completion of the tests.

4 BT Service Management Boundary (SMB)

The Service Management Boundary for VPMax and VPFlex is the network termination unit on the Access Line. This includes provisioning, maintenance and management of all elements up to this Service Management Boundary.

The Service Management Boundary for VPSwitched is the Port. This includes provisioning, maintenance and management of all elements up to this Service Management Boundary.

5 The Customer’s Responsibilities

5.1 Connection of other private or virtual private networks to the Service should only be made with the prior written approval of BT. It is the Customer’s responsibility (unless otherwise agreed in writing by BT) to arrange for the access from networks (other than the BT VoicePort Network) to the Service.

5.2 For VPSwitched service, the Customer must obtain the appropriate access service required to access the BT VoicePort Network, e.g. PSTN service, from a PTSP, and ensure that this access service transmits the CLI to the BT VoicePort Network.

6 Charges and Payment Terms

6.1 The charges for the Service will comprise some or all of the following components, depending upon the Option selected on the Order Form:

Pricing Component	One-time Charge	Recurring Charge
Access Line	Install/deinstall	Monthly
Port	Install/deinstall	Monthly
Registration (VPSwitched)	Install	N/A
Call Charges	N/A	Usage

Usage charges vary and depend on the VoicePort option ordered, the country in which the calls terminate, and the type of call termination (ie on-net, fixed or mobile)

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- 6.2 For VPSwitched, in countries where dual-stage access is used, all applicable charges associated with PSTN access to the Service are not included in invoices issued by BT. The Customer must pay such charges directly to the relevant PTSP. In countries where single-stage access is available and is used, the entire cost of the call, from Customer premises to the termination point, is included in the invoiced amount issued by BT.
- 6.3 To be eligible for VPMax pricing, the Customer's traffic patterns must meet all of the elements in the following profile:
- No more than 25% of traffic may originate from the Site outside Business Hours; and
 - No more than 50% of the total traffic from any Port may terminate in a single country; and
 - The average call duration, measured over a Month must be between 2 and 10 minutes; and
 - Traffic originating from a Site must have a discrete Busy Hour; and
 - No more than 250,000 minutes may originate from an E1 Port, and no more than 170,000 minutes may originate from a T1 Port, unless the Customer has only one Site connected to the BT VoicePort Network, in which case, no more than 170,000 minutes may originate from the E1 Port, or no more than 130,000 minutes from the T1 Port.

BT reserves the right to charge the Customer an additional charge (as stated on the Order Form) per minute for ALL traffic originating from a Site in any Month where the traffic pattern does not meet these conditions.

If the Customer fails to meet the VPMax conditions set forth above at a Site in more than three Months (which do not need to be consecutive) in any 12 month period, BT reserves the right to terminate delivery of all traffic from that Site on 30 days notice and/or to renegotiate the rates to be applied to traffic at that Site. The Customer will continue to be liable for all outstanding charges for Service(s) rendered up to the time of termination.

6.4 Re-configuration Charges

BT reserves the right to apply a re-configuration charge for Customer requests of more than 2 changes, such as moving from one VoicePort option to another (eg. VPFlex to VPMax), per Site per year

7 Service Level Guarantee

For Voice Services with multiple Access Lines to a Site, where some Access Lines have failed, the Service Credit for Availability will be calculated in proportion to the total Site Charges. For example, if a Site has four Access Lines and one has failed, the Service Credit will be one quarter of the Site Charges.

7.1.1 Network Performance

The BT Voice Network is designed to meet international standards and ITU recommendations for call quality in normal use.

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7.1.2 Dial Delay (PDD).

BT's target for PDD on any route(s) for On-net calls (including the Access Lines) or for the element of the call carried on BT's Voice Network (including Access Line) for On-net to Off-net calls is 5 seconds or less.

If the Customer experiences PDD greater than 5 seconds on any route, then the Customer should report it to BT using the incident reporting procedures outlined in the General Service Schedule. BT will investigate the cause, and, if it is due to BT's Network, will resolve the incident as quickly as possible. If either the PDD persists for more than 5 Business Days, or the Customer reports three incidents (on the same route(s)) in any Month, then BT will give the Customer a Credit of 1/60th of the Site Charges of the originating Site.

7.1.3 Transmission Rate

BT's targets for Transmission Rates on BT's Voice Network on any route(s) for On-net calls (including the Access Lines) or for the element of the call carried on BT's Voice 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. This is subject to the Customer's equipment being capable of transmitting at these rates.

If the Customer experiences lower transmission rates on any route(s), then the Customer should report it to BT using the incident reporting procedures outlined in the relevant Service Schedule. BT will investigate the cause, and if it is due to BT's Network will resolve the incident as quickly as possible. If the low transmission rate persists for more than 5 Business Days, or the Customer reports three incidents (on the same route(s)) in any Month, then BT will give the Customer a Credit of 1/60th of the Site Charges of the originating Site.

7.2 Exclusions for Voice Services

- a) These targets will not apply if the Customer has ordered or is using compression on an Access Line.
- b) For PDD the targets will not apply if the Customer is using Site location codes or a variable length dial plan.