Network Services

Multi Service Business Access (MSBA)

Schedule to the General Terms

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Network Services

Where the Customer selects Multi Service Business Access (MSBA) as detailed in the Order Form, the following terms shall apply:

1. Multi Service Business Access

- 1.1 Multi Service Business Access (MSBA) allows the Customer to connect over a single Etherway Access Line to a range of services.
- 1.2 The Etherway Access Line will be provided as a single Access Line which will provide connectivity between the Customer's Site and BT's 21CN PoP. This single Access Line will have the capability to allow multiple services to run over it. Where a standard option is selected the Etherway Access (Fibre) Service will be provided. Where a resilient option (Diverse or Diverse+) is selected the Etherway Diverse or Diverse+ Service will be provided.
- 1.3 The range of services available over the Etherway Access Line are:

1.3.1 Etherflow

The Managed Etherflow Service will provide the data transmission paths from one Site to another across BT's 21CN.

1.3.2 IPClear Port Only

The IP Clear Port Only Service will provide data transmission paths from one Customer Site to another across BT's 21CN.

1.3.3 BT net Port Only

The BT net Port Only Service will provide data transmission paths from one Customer Site to another across BT's 21CN.

- 1.4 The Service is offered with Purchased Equipment, Project Management with Desk based Project Manager, Business Premium Care maintenance, Rapid Diagnostic Service or Standard or Enhanced Incident Management and SLA options of On-time Delivery Service Level, Repair Service Level and Service Availability and Restoration Service Level Tier 1.
- 1.5 The Customer agrees that the standard conditions for Managed Etherflow, IP Clear Port only and BT net Port Only apply to the provision of Managed Etherflow, IPClear Port Only and BTnet Port Only respectively.
- 1.6 The Customer must procure new dedicated circuits to provide connectivity between the Customer's Site and BT's 21CN.

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2 Network Services - Customer Responsibilities

- 2.1 All Customer Equipment and any access circuits leased by the Customer directly from a Third Party shall be the sole responsibility of the Customer and are not included as part of the Service.
- 2.2 Unless otherwise stated, the Customer is responsible for providing suitable computer hardware, Software and telecommunications equipment and services necessary to access and use the Service.
- 2.3 The Customer shall be responsible for providing a suitable IP addressing scheme (that must be at least a /24 address block) that is registered with an approved Internet registration authority, otherwise it will not be accepted by BT. The Customer shall ensure that it has a single IP address within the Customer Network. Unless the Customer has selected the Configuration Management option, the Customer shall also be responsible for devising any IP addresses which may be required for the purposes of WAN, LAN or both as appropriate and network management.
- 2.4 If the Customer accesses the Service via a LAN, the Customer is responsible for:
 - 2.4.1 providing and maintaining a suitable LAN and IP router capable of interfacing satisfactorily with the Service; and
 - 2.4.2 configuration of the IP router.
- 2.5 The Customer shall be responsible for the creation, maintenance and design of all Customer Information.
- 2.6 The Customer warrants that it will comply with all consumer and other legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to the Customer or BT and which relate to the provision of Customer Information provided that BT has given notice to the Customer of those which apply to BT.
- 2.7 Where appropriate, the Customer must specify the volume of traffic required for each CoS level.
- 2.8 The Customer must adhere to the recommended bandwidth, access rate or specified volume of traffic as specified by BT for each CoS level. The Customer acknowledges that if it exceeds such recommended bandwidth, access rate or specified volume of traffic, then this may result in service degradation for which BT will not be liable.
- 2.9 To enable BT to provide a CoS level, classification of traffic must be carried out. Unless the Customer has requested to carry out classification of traffic via Professional Services such classification will be the sole responsibility of the Customer.

3 Network Services - General

- 3.1 Where an IP address or Domain Name is allocated to the Customer, it may only be used in connection with the Service. Except where expressly registered in the Customer's name, all BT based IP addresses and domain names made available on the Customer's behalf in connection with the Service shall at all times remain the property of BT and shall be non-transferable. The Customer shall have no right to use such IP addresses or domain names upon termination of the Service, at which time they will revert to BT.
- 3.2 Where the Customer has requested network address translation, BT will configure the Service in accordance with the details specified in the design summary. Where the Customer subsequently requests BT to make a change to the network address configuration, the Customer shall pay BT's reasonable Charges for the work carried out.
- 3.3 The Customer will give BT as much notice as possible if it intends to use the Service or to encourage or require the use of the Service in such a way as to distort users natural usage patterns, including, by way of example, running promotions which require users to log on within a short space of time or on a "first come, first served" basis.

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3.4 The Customer acknowledges that the quality of the Service may be impaired by the uploading and downloading of data when using an ADSL enabled Line.

4 Service Management Boundary

4.1 BT will provide and manage the WAN Services up to the bridge router interface to the Customers LAN and will not extend beyond the Customer LAN ("Service Management Boundary").

5 Defined Terms

In addition to the defined terms in the General Terms and the Managed Service from BT Schedule to the General Terms, the following defined terms apply in this Schedule (and in the case of conflict between these defined terms and the defined terms in the General Terms and the Managed Service from BT Schedule to the General Terms, these defined terms will take precedence for the purposes of this Schedule):

"21CN" means BT's 21st Century Network technology. The following access types can be provided via 21CN technology: ADSL Connect, ADSL Connect Plus, ADSL Connect Premium, ADSL Connect Back-Up Super-fast Standard, Super-fast Premium, Super-fast Back-Up, 10M EFM, 10M Flex, 100M Flex, 1000M Flex and 10000M Flex.

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