

# Ethernet Connect Global Service Schedule

## Part A – Service Terms

### Section A – Service Terms

#### 1. SERVICE SUMMARY

- 1.1** BT's Ethernet Connect Global service provides the Customer with a private bandwidth Ethernet based VPN service which allows the Customer to establish dedicated or any-to-any communication between Customer Sites internationally and to prioritise the associated data traffic. Ethernet Connect Global service enables the Customer to interconnect its Sites to form an Ethernet VPN over Access Lines, which connect the Sites to the BT Network, comprising:
- 1.1.1** the standard components of the service set out in Part B; and
  - 1.1.2** any optional components described in Part B and set out in any applicable Order, up to the point of the Service Management Boundary ("**Service**").
- 1.2** This Part A sets out the specific terms and conditions applicable to the Service, and Part B sets out the service description and the terms relating to how BT manages the Service.
- 1.3** This Schedule will not apply for the provision of any other services provided by BT (including the Enabling Services) as such services will be governed by their separate terms and conditions.

#### 2. MAINTENANCE, CHANGES AND SUSPENSION TO THE SERVICE

- 2.1** BT may carry out Planned Maintenance on the Service from time to time. BT will inform the Customer at least seven (7) calendar days in advance.
- 2.2** BT may change the Service provided the performance and quality of the Service is not materially adversely affected and BT provides the Customer with as much notice as is reasonably practicable. Such changes may include:
- 2.2.1** introducing or removing features of the Service; or
  - 2.2.2** replacing the Service with a materially equivalent Service.
- 2.3** BT may occasionally suspend the Service in an event of emergency and/or to safeguard the integrity and security of its network and/or repair or enhance the performance of its network. Where possible, BT shall inform the Customer without undue delay in advance. Where it is not possible to inform the Customer in advance of restriction or suspension of any affected Service BT shall explain as soon as is reasonably practicable afterwards why such restriction or suspension was required.

### Section B – Customer Obligations and related Additional Terms

#### 3. GENERAL CUSTOMER OBLIGATIONS

- 3.1** The Customer will:
- 3.1.1** provide BT with the names and contact details of the Customer contact;
  - 3.1.2** without undue delay provide BT with any information or assistance reasonably required by BT to enable it to comply with Applicable Law and perform its obligations hereunder with respect to the Service;
  - 3.1.3** use the Incident reporting procedures notified to Customer by BT, and ensure that the Customer operational contact is available for all subsequent Incident management communications;

- 3.1.4 ensure that the local area network (LAN) protocols, applications and equipment used by Customer are compatible with the Service;
- 3.1.5 complete any preparation activities that BT may request to enable the Customer to receive the Service promptly and in accordance with any agreed timescales;
- 3.1.6 in jurisdictions where an employer is legally required to make a disclosure to its Users and employees in relation to the Service:
  - (a) inform Users (individually or via local workers councils depending on Applicable Law) that as part of the Service being delivered by BT, BT may monitor and report the use of any targeted applications;
  - (b) ensure that Users have consented or are deemed to have consented to such monitoring and reporting (where such consent is legally required); and
- 3.1.7 be responsible for its Content and that of its Users (including any Content hosted by the Customer or any User on behalf of third parties).
- 3.1.8 if the Customer allocates its VLAN ID(s), provide the VLAN ID(s) at the time of placing the Order and will inform BT before any changes to the VLAN ID(s) are made at any time; and
- 3.1.9 where the Service is delivered as Diverse or Diverse+, be responsible for any reconfiguration required to enable data traffic to be re-routed in the event of failure of either of the two Access Lines.

### 3.2 Customer Equipment and Site requirements

The Customer will:

- 3.2.1 provide BT with any information reasonably required, including information in relation to health and safety and the environment, without undue delay, and the Customer will ensure that the information is accurate and complete;
- 3.2.2 provide adequate space at its Site to install the BT NTE and the NTU. The space for the BT NTE must be within reach of the NTU;
- 3.2.3 provide, at its own cost, any additional internal cabling between the BT equipment and any Customer equipment, including in particular the cabling between the NTU and any BT equipment at a Site. The standard cable lengths provided by BT are 3 metres. If the standard cables are not long enough to connect the BT NTE to the NTU, the Customer is responsible for providing appropriate cabling to connect the BT NTE to the NTU. The Customer must advise BT if the distance between the BT NTE and the NTU exceeds the distance supported by the IEEE 802.3-2008 standard for the access circuit interface; in these circumstances, the Customer will accept and order the access interface as specified by BT to support the Customer request;
- 3.2.4 where the Service is delivered to a third party host site, be responsible for arranging the extension of the connectivity of the Access Line from the third party room to the Customer Equipment location in the Site where the BT NTE is installed;
- 3.2.5 provide the appropriate electrical power supplies (AC or DC supply) to support the NTU, the BT NTE and any other equipment required to support the Service;
- 3.2.6 monitor and maintain any Customer equipment connected to the Service or used in connection with a Service;
- 3.2.7 ensure that any Customer equipment that is connected to the Service or that the Customer uses, directly or indirectly, in relation to the Service:
  - (a) is connected using the applicable BT NTE, or other technically equivalent equipment where customers have a right to use their own NTE. In the latter case, BT will not be responsible for any service breakdown or degradation caused by Customer-provided NTE;
  - (b) is adequately protected against viruses and other breaches of security;

- (c) will not harm or damage BT equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
      - (d) is approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer equipment;
- 3.2.8 immediately disconnect any Customer equipment, or advise BT to do so at the Customer's expense, where Customer equipment:
  - (a) does not meet any relevant instructions, standards or Applicable Law; or
  - (b) contains or creates material that is in breach of the Acceptable Use Policy and the Customer is contacted by BT about such material,and redress the issues with the Customer equipment prior to reconnection to the Service;
- 3.2.9 for Sites not under BT's control, get all the consents, licences, permissions and authorisations BT and the Customer need and keep them up to date so BT can provide the Service at the Sites, including for:
  - (a) making alterations to buildings;
  - (b) getting into property;
  - (c) dealing with local authorities, landlords or owners;
  - (d) installing equipment; and
  - (e) using the Service over the Customer's network or at a Site;
- 3.2.10 provide BT, or third parties acting on BT's behalf, with access to any Site(s) during Business Hours, or as otherwise agreed in an Order or permitted, to enable BT or its third parties, to set up, deliver, manage, maintain and restore the Service;
- 3.2.11 inform BT of any planned maintenance on any third party provided Enabling Service; and
- 3.2.12 provide service assurance support to BT, where reasonably requested, to progress the resolution of Incidents for any BT equipment installed on an Enabling Service that is not being provided by BT.

#### 4. BT EQUIPMENT

- 4.1 Where BT provides BT equipment to the Customer that is owned by BT as part of the provision of the Service, Customer will:
  - 4.1.1 keep the BT equipment safe and secure;
  - 4.1.2 only use the BT equipment, or allow it to be used, in accordance with the instructions that BT may provide from time to time and only for the purpose for which it is intended to be used;
  - 4.1.3 not move the BT equipment or any part of it from the Site(s) without BT's written consent and the Customer will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;
  - 4.1.4 not make any alterations or attachments to, or otherwise interfere with, the BT equipment nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the BT equipment;
  - 4.1.5 not sell, charge, assign, transfer or dispose of, or part with possession of the BT equipment;
  - 4.1.6 not allow any lien, encumbrance or security interest over the BT equipment, nor pledge the credit of BT for the repair of the BT equipment or otherwise;
  - 4.1.7 not claim to be owner of the BT equipment and to ensure that the owner of the Site(s) upon which the BT equipment is located will not claim ownership of the BT equipment, even if the BT equipment is physically attached to the Site(s);



- 4.1.8 carry full replacement value insurance against any damage to or theft or loss of the BT equipment;
- 4.1.9 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from Customer's use or misuse of the BT equipment or where the BT equipment is damaged, stolen or lost, except where the loss or damage to BT equipment is a result of fair wear and tear or caused by BT and its agents acting on BT's instructions;
- 4.1.10 ensure that BT equipment appears in BT's name in the Customer's accounting books; and
- 4.1.11 in the event that there is a threatened seizure of the BT equipment, or in the event that an insolvency event applies to Customer, immediately provide BT with notice so that BT may take action to repossess the BT equipment.

## 5. PASSWORDS, AUTHORISED USERS AND SECURITY

- 5.1 The Customer is responsible for the proper use of any user names, personal identification numbers and passwords or similar used in conjunction with the BT equipment or the Service, and the Customer will take all necessary precautions to ensure that the foregoing are kept confidential, secure and not made available to unauthorised persons.
- 5.2 The Customer will distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service.
- 5.3 The Customer will promptly terminate access of any person who is no longer an authorized User.
- 5.4 The Customer will promptly inform BT if a User's 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.
- 5.5 The Customer will change any or all passwords or other systems administration information used in connection with the Service if BT asks Customer to do so in order to help safeguard ensure the security or integrity of the Service.
- 5.6 The Customer will not allow any specific user license to be used by more than one User unless it has been reassigned in its entirety to another User.

## 6. IP ADDRESSES, DOMAIN NAMES

- 6.1 Except for IP Addresses expressly registered in the Customer's name, all IP Addresses and Domain Names made available by BT with the Service will at all times remain BT's ownership or the ownership of BT's suppliers and are non-transferable. All of the Customer's rights to use such IP Addresses and/or Domain Names will cease on termination or expiration of the Service.

## Section C – Acceptable Use Policy

### 7. INTRODUCTION

- 7.1 The Customer acknowledges that it has read and agrees to be bound by and to ensure that any Users will comply with this Section C ("**Acceptable Use Policy**" or "**AUP**") and generally accepted internet standards.

### 8. USE OF THE SERVICE

- 8.1 The Customer will not use the Service in breach of Applicable Law or in any way that is considered to be:
  - 8.1.1 detrimental to any person or in a manner which violates or otherwise encroaches on the rights of others (including rights of privacy and free expression); and
  - 8.1.2 detrimental to the provision of services to the Customer or any other BT customer.
- 8.2 The Customer will not use the Service to intentionally take, or attempt to take, any action that could:
  - 8.2.1 transfer files that are, contain or are made up of viruses, worms, Trojans, distributed denial of service, any back door or time-bomb or other harmful programmes or software designed to violate the security of BT, any other person or company; or

**8.2.2** prevent, block or obstruct access to any programme installed on, or data saved in, any computer or damage or harm the operation of any of these programmes or the reliability or accuracy of any of this data.

**8.3** Unless agreed with BT first in writing:

**8.3.1** the Customer will only use the Services for the commercial and business purposes for which they have been designed; and

**8.3.2** the Customer will not modify, amend, change, reconfigure or otherwise repurpose all or any part of the Services for uses other than those pursuant to paragraph 8.3.1 above.

## 9. USE OF MATERIALS

**9.1** The Customer will not create, download, receive, store, send, publish, transmit, upload or otherwise distribute any material, including information, pictures, music, video or data, that is considered to be:

**9.1.1** harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;

**9.1.2** promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;

**9.1.3** in breach of the intellectual property rights of BT or any other company or person, for example by using, distributing or copying protected or 'pirated' material without the express permission of the owner;

**9.1.4** in breach of the privacy or data protection rights of BT or any other person or company; or

**9.1.5** in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.

**9.2** The Customer will ensure that all material that is derived from the machines or networks that it uses in connection with the Service is not in breach of this AUP.

## 10. SYSTEMS AND SECURITY

**10.1** The Customer will not:

**10.1.1** take any action that could:

**(a)** damage, interfere with, weaken, destroy, disrupt, harm, violate, disable, overburden, overtake, compromise, hack into or otherwise adversely affect any computer system, network or the internet access of the BT Network or network of any other person or company; or

**(b)** adversely affect or tamper with BT's security, the BT Network or any system or security network that belongs to any other person or company.

**10.1.2** access any computer system or network belonging to any person or company for any purpose without permission, including to probe, scan or test the security of a computer system or network or to monitor data traffic;

**10.1.3** connect the BT Network to machines, equipment or services that do not have adequate security protection or that are able to be used by others to carry out conduct that is not allowed by this AUP; or

**10.1.4** collect, take or harvest any information or data from any BT services, BT's system or network or attempt to undermine any of BT's servers or systems that run BT services.

## Section D – Compliance and Regulation

### 11. CHINA

- 11.1** Provision of the Service to Site(s) in China. Due to changing nature of the regulations and legal landscape applicable to China, the Service may have to be altered, suspended or even discontinued, resulting in degradation or full loss of connectivity which BT will not be responsible for. BT reserves the full right to stop allowing the Service at any time in accordance with applicable laws, regulations and/or directions from the applicable authorities and BT will not be liable for any termination or suspension required in such circumstances. Where the Customer requests to route traffic destined for business applications through BT's IP Connect Global Services for performance reasons, the Customer acknowledges and undertakes to BT that:
- 11.1.1** the requested applications are not a subject of censorship or blocking by the Chinese government; and
  - 11.1.2** the requested applications are used solely for Customer's internal business purposes and will strictly only be available for closed user group access by the Users.

## Section E – Charges, Subscription Term and Termination

### 12. CHARGES

- 12.1** The Customer will pay the Charges for the Service and any optional features (including upgrades and re-configuration) as specified in the Order.
- 12.2** In addition to the Charges set out in the Order, the Customer may be liable for the following additional Charges:
- 12.2.1** Charges for (de-)commissioning the Service outside of Business Hours;
  - 12.2.2** Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date;
  - 12.2.3** Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Governing Agreement;
  - 12.2.4** Charges per element re-configured after the Operational Service Date must be agreed and documented in a new Order;
  - 12.2.5** Port and/or Access Line reconfiguration Charges and a new Monthly Recurring Charge if the Customer orders network changes requiring changes to Port and/or Access Line speeds;
  - 12.2.6** Upgrade Charges if a hardware upgrade is necessary to support the Software upgrade;
- 12.3** In the case of a Resilient Service, the Customer agree that charging will commence on the delivery and installation of the first delivered Circuit.
- 12.4 Excess Construction Charges.**
- 12.4.1** All Services and pricing are subject to site survey. After the Effective Date, BT will arrange for any survey(s) to be conducted to confirm the availability of a suitable Access Line to the Site(s). If the survey(s) identify that additional engineering work is required in order to provide a suitable Access Line to the Site(s) and:
    - (a)** the Excess Construction Charges are within the limit the Customer has agreed to in the Order BT will proceed with delivering the Service for the affected Site(s) following the completion of any additional engineering works; or
    - (b)** the Excess Construction Charges are in excess of the limit the Customer has agreed to in the Order or there are no Excess Construction Charges set out in the Order BT may provide a new quote to the Customer, detailing the additional Excess Construction Charges the Customer will need to pay for the engineering work to be completed. If the Customer:
      - (i)** accepts the new quote, BT will proceed with delivering the Service for the affected Site(s) following the completion of any additional engineering works; or

- (ii) does not accept the new quote, BT will cancel the provision of the Service to the affected Site(s) and BT will have no obligation to provide the Service to the Customer at that Site. The Parties will agree any amendments required to minimum commitments if applicable.

**12.4.2** BT will not invoice the Customer for any Excess Construction Charges, unless these are actually incurred as detailed in paragraphs 12.4.1 (a) and (b) above.

**12.4.3** Following BT's site survey, BT may, acting reasonably, propose that provision of Service is not possible for operational reasons. Following consultation and agreement with the Customer, BT will not proceed with provision of the Service and the Customer agrees that BT shall not be liable to the Customer for failure to provide the Service. Where this is the case, BT will reject the Order and the Customer shall not be liable for cancellation Charges.

### 13. SUBSCRIPTION TERM AND TERMINATION

**13.1** The Order sets out any Subscription Term (also called "Minimum Period of Service") applicable to the Service, as well as any associated volume commitments, invoicing terms and the termination Charges that are specific to the Service.

**13.2** Following the expiration of the Subscription Term, the Service shall continue unless and until terminated in accordance with the terms of the Governing Agreement referenced in the Order.

### 14. END OF SERVICE

**14.1** On termination of the Service, Customer will:

**14.1.1** retrieve all Customer data from the Service;

**14.1.2** provide BT with all assistance necessary to remotely decommission all network and applications supporting the Service at each customer Site(s);

**14.1.3** return to BT the software or intellectual property provided by BT and all copies of such.

**14.1.4** disconnect any Customer equipment from the BT equipment;

**14.1.5** not dispose of the BT equipment other than in accordance with BT's written instructions; and

**14.1.6** arrange for the BT equipment to be returned to BT.

**14.2** On termination of the Service BT will:

**14.2.1** provide configuration information relating to the Service provided at the Site(s) in a format that BT reasonably specifies;

**14.2.2** decommission all network and applications supporting the Service at each Customer Site(s);

**14.2.3** where permitted under applicable mandatory law; delete any Content, including stored logs or any configuration data relating to BT's management of the Service;

**14.2.4** disconnect and remove any BT equipment located at the Site(s).

## Section F – Service Levels and Service Credits

### 15. INTRODUCTION

**15.1** BT will use its reasonable endeavours to achieve the service levels ("**Service Levels**") applicable to the Service. If BT fails to achieve the Service Levels, the Customer may claim associated service credits ("**Service Credits**").

**15.2** Service Levels only apply to events occurring within the Service Management Boundary.

**15.3** Service Credit calculations and payments will be based on monthly recurring Site Charges.



**16. ON TIME DELIVERY SERVICE LEVEL**

**16.1** BT will deliver the Service on or before the Customer Committed Date ("**On Time Delivery Service Level**").

**16.2 On Time Delivery Service Credits**

**16.2.1** In the event that BT does not meet the On Time Delivery Service Level, the Customer may claim a service credit associated with that On Time Delivery Service Level which will be capped at 4 per cent of the monthly recurring Charge for the affected Site or Circuit (an "**On Time Delivery Service Credit**") for each Business Day exceeding the Customer Committed date until the Operational Service Date occurs.

**16.2.2** If both BT and Customer have agreed a revised Customer Committed Date in writing, or if BT exercises its right to revise the Customer Committed Date on account of a change requested by Customer, the Calculation of any On Time Delivery Service Credits will be made by reference to the revised Customer Comitted Date.

**16.2.3** Exceptions to On-Time Delivery Service Level:

- (a)** The On-Time Delivery Service Level does not apply to:
  - (i) upgrades or changes to the Service, unless the Parties have agreed on the Order a Customer Committed Date for such upgrades or changes;
- (b)** BT may expedite delivery of the Service for operational reasons or in response to a request from Customer, however this will not cause the original Customer Committed Date to be revised.

**17. SERVICE AVAILABILITY SERVICE LEVEL**

**17.1** BT will assign a Service Level category for each Site ("**Site Service Level Category**") included in the Order that is determined by the Service configuration and the technical specification at that Site. The Site Service Level Categories and the associated service availability metrics are set out in the table below.

**17.2** Each Site Service Level Category has an Annual Service Availability Target, a Maximum Annual Service Downtime and a Monthly Standard Service Credit Start Point which are used to ascertain when Service Credits are payable. BT will measure Service Downtime for each Qualifying Incident and will keep a record of cumulative Service Downtime by Site, in units of full minutes, for each month and a rolling 12-month period.

**17.3** Service Downtime is measured from when a Qualifying Incident is opened on BT's incident management system and ends when BT resolves the Qualifying Incident. The Customer will be given an Incident ticket number for each Qualifying Incident. BT will inform the Customer when the Qualifying Incident is resolved, and will close the Incident ticket when either the Customer confirms within 20 minutes that the Qualifying Incident is resolved, or BT has attempted and failed to contact the Customer and the Customer does not respond within 20 minutes. If the Customer confirms that the Qualifying Incident is not resolved within 20 minutes of being informed, the Incident ticket will remain open, and the Service Downtime calculation will be adjusted.

**17.4** Service Downtime will be suspended outside Business Hours, unless otherwise specified in the Order.

Site Service Level Category	Annual Service Availability Target	Maximum Annual Service Downtime	Monthly Standard Service Credit Start Point	Service Credit Interval	Standard Service Credits for each started Service Credit Interval	Elevated Service Credits
<b>Cat A+</b>	≥ 99.99%	1 hour	0 minutes	Per started 15 minutes	4% of MRC	8% of MRC
<b>Cat A1</b>	≥ 99.97%	3 hours	0 minutes	Per started hour	4% of MRC	8% of MRC
<b>Cat A</b>	≥ 99.95%	4 hours	0 minutes	Per started hour	4% of MRC	8% of MRC



<b>Cat B</b>	≥ 99.90%	8 hours	1 hour	Per started hour	4% of MRC	8% of MRC
<b>Cat C</b>	≥ 99.85%	13 hours	3 hours	Per started hour	4% of MRC	4% of MRC
<b>Cat D</b>	≥ 99.80%	17 hours	5 hours	Per started hour	4% of MRC	4% of MRC
<b>Cat E</b>	≥ 99.70%	26 hours	7 hours	Per started hour	4% of MRC	4% of MRC
<b>Cat F</b>	≥ 99.50%	43 hours	9 hours	Per started hour	4% of MRC	4% of MRC
<b>Cat G</b>	≥ 99.00%	87 hours	11 hours	Per started hour	4% of MRC	4% of MRC
<b>Cat H</b>	≥ 98.00%	175 hours	13 hours	Per started hour	4% of MRC	4% of MRC
<b>Cat I</b>	≥ 97.00%	262 hours	15 hours	Per started hour	4% of MRC	4% of MRC

## 17.5 Service Availability Service Credits.

**17.5.1** When there is a Qualifying Incident(s) and the cumulative Service Downtime in a month at a Site exceeds the Monthly Standard Service Credit Start Point but does not exceed the Maximum Annual Service Downtime, the Customer may claim standard Service Credits. Service Credits will be four (4) per cent of the Monthly Recurring Charges ("**MRC**") for the impacted Service, per started Service Credit Interval above the Monthly Standard Service Credit Start Point;

By way of a worked example: at a Cat D Site, a Qualifying Incident with a Service Downtime of 6 hours and 10 minutes would incur 2x4% of the MRC for the impacted Service (two started Service Credit Intervals above the 5-hour Monthly Service Credit Start Point).

**17.5.2** Elevated Service Credits shall apply if the cumulative Service Downtime at a Site in any rolling 12-month period exceeds the Maximum Annual Service Downtime. Elevated Service Credits shall apply to the entire Service Downtime of the Incident which triggered the breach of the Maximum Annual Downtime. The Customer may claim for each started Service Credit Interval at the percentage of MRC for the Service shown in the table above. Elevated Service Credits will remain for any further periods of Service Downtime until the Maximum Annual Service Downtime in a rolling 12-month period is no longer exceeded. Whilst Elevated Service Credits apply, Standard Service Credits and the Standard Service Credit Start Point will not apply;

By way of a worked example: at a Cat D Site, a Qualifying Incident with a Service Downtime of 8 hours in May, then a further Qualifying Incident with a Service Downtime of 10 hours in September, the Service Downtime in September would result in a breach of the Maximum Annual Service Downtime target of 17 hours. Elevated Service Credits will apply at a rate of 10x4% of the MRC for the impacted Service in September. The Elevated Service Credits shall apply if there are any additional periods of Service Downtime until the 17 hour Maximum Annual Service Downtime is no longer breached in a rolling 12-month period. Assuming there are no further Qualifying Incidents, this would be May of the following year.

## 18. RESILIENCY RESTORATION

### 18.1 Resiliency Restoration Service Level

**18.1.1** From the Operational Service Date, where the Customer has purchased a Resilient Service and experiences a Qualifying Incident on any Resilient Component, BT aims to restore the Service to the affected Resilient Components within 24 hours of the Customer reporting the Qualifying Incident, or BT detecting the Incident ("**Resiliency Restoration Service Level**"), but the Resiliency

Restoration Service Level will not apply where there is a Priority 1 Incident (in which case, the Availability Service Level will apply).

## 18.2 Resiliency Restoration Service Credits

**18.2.1** If the affected Resilient Components are not restored within 24 hours, the Customer may request a Service Credit ("Resiliency Restoration Service Credit") for each commenced hour in excess of the Resiliency Restoration Service Level of one (1) per cent of the total monthly Recurring Charges for the Resilient Service.

## 19. PERFORMANCE SERVICE LEVELS

**19.1.1** From the Operational Service Date, BT will provide for any In-Contract traffic sent at the subscribed rate as set out in the Order performance targets for Round Trip Delay, Packet Delivery and Jitter as set out in these Paragraphs ("**Performance Service Levels**").

### 19.1.2 Round Trip Delay:

**(a) Round Trip Delay Service Level.** From the Operational Service Date, BT will provide the Service to the target round trip delay time corresponding to the applicable COS as set out in the applicable Order. BT will send a short sequence of time stamped test packets and record the time delay when the acknowledgements return. The sequence of test packets is ten (10) test packets of 80 bytes for High Class, ten (10) test packets of 100 bytes for Medium Class and two (2) test packets of 100 bytes for the Low Class. This is repeated nominally every minute, 24 hours a day and 365 days a year. Round Trip Delay statistics are calculated as the average of all test packets sent and received in one month.

**(b) Round Trip Delay Service Credits.** For valid claims, BT will give the Customer a Service Credit of two (2) per cent of the Monthly Site Charges if BT fails to meet the average RTD target for any CoS in any month. BT will give the Customer a Service Credit of four (4) per cent of the Monthly Site Charges if the target is missed by more than twenty (20) per cent.

### 19.1.3 Packet Delivery:

**(a) Packet Delivery Service Level.** From the Operational Service Date, BT will provide the Service to the target packet delivery percentage corresponding to the applicable COS as set out in the applicable Order. BT will send two (2) test packets of 100 bytes for the Low Class and ten (10) test packets of 80 bytes for High Class and Medium classes, every minute, 24 hours a day between designated BT Network Provider Edge Routers. Packet Delivery statistics are calculated as the average of all test packets sent and received in one month. The odd failure to deliver a packet is not a significant problem as Customer's application simply re-sends it, but if average Packet Delivery drops below 95 per cent this may indicate a significant problem.

**(b) Packet Delivery Service Credits:** If the packet delivery percentage is less than the Packet Delivery Service Level, the Customer may request a Service Credit ("**Packet Delivery Service Credit**") of two (2) per cent of the monthly Recurring Charges if BT fails to meet the average Packet Delivery target for any CoS in any month.

### 19.1.4 Jitter:

**(a) Jitter Service Level.** From the Operational Service Date, BT will provide the Service to the target jitter time corresponding to the applicable COS as set out in the applicable Order. BT will send ten (10) test packets of 80 byte every minute, 24 hours a day between designated BT Network Provider Edge Routers. The inter-packet gap is not defined, as the measurement system determines it, but the sequence of packets is normally sent in about a second. Jitter statistics are calculated as the average of all test packets sent and received in one month.

**(b) Jitter Service Credits**

- (i) If the jitter time exceeds the Jitter Service Level by up to 10 per cent, the Customer may request a Service Credit (“**Jitter Service Credit**”) of two (2) per cent of the monthly Recurring Charges for each affected Site; and
- (ii) If the jitter time exceeds the Jitter Service Level by more than ten (10) per cent, the Customer may request a Jitter Service Credit of four (4) per cent of the monthly Recurring Charges for each affected Site.

#### 19.1.5 Site to Site Performance Levels

- (a) The Site-to-Site Performance Service Levels are available subject to the Customer ordering the Site-to-Site Performance Report Service Option.
- (b) The only variance with the Service Levels set out in Paragraph 19.1.2-19.1.4 will be that BT measures performance between designated BT NTEs installed at the Customer's Sites.
- (c) The specific Site-to-Site targets to be agreed on the Order will be dependent on the Customer's network configuration.
- (d) For the avoidance of doubt, the same Service Credits shall apply as set out in Paragraph 19.1.2-19.1.4.

#### 19.1.6 Exceptions: The Network Performance Service Levels will not apply:

- (a) if there is a Priority 1 Qualifying Incident, in which case, the Availability Service Level will apply; and
- (b) for incidents that are related to any path in any month where utilisation exceeds the In-Contract bandwidth as set out in Part B.

## 20. GENERAL SERVICE CREDIT EXCLUSIONS

20.1 Only measurements carried out by BT will be used in the calculation of Service Credits.

20.2 Service Levels and/or Service Downtime will be excluded:

- 20.2.1 where the acts or omissions of the Customer or any third party (excluding BT's suppliers) which lead to BT not being able to provide all or part of this Service; e.g. the Customer does not provide access, delays providing access or denies permission for BT or its agents and third parties, acting on BT's behalf, to implement the Service or carry out necessary repairs to the Service;
- 20.2.2 for any faults caused by the Customer's use or management of the Service;
- 20.2.3 if BT is awaiting information from the Customer or awaiting confirmation by the Customer that the Service has been restored;
- 20.2.4 for any Qualifying Incident not reported in accordance with the incident reporting procedures notified by BT to the Customer or where Priority 1 Incident tickets are opened erroneously;
- 20.2.5 for any cause beyond BT's reasonable control as set out in the Governing Agreement or this Schedule;
- 20.2.6 during any period of Planned Maintenance or agreed changes on the Service by BT unless the service outage time exceeds the time estimation communicated to the Customer;
- 20.2.7 during any period of maintenance by the Customer or its third party on Customer equipment, third party software or third party services not provided and/or managed by BT under the terms of this Schedule;
- 20.2.8 during any trial period of the Service; and
- 20.2.9 if the Service is suspended due to Customer's breach of its obligations under the Governing Agreement and this Schedule.

**20.3 General Service Credit Limitations**

- 20.3.1** Service Credits for all Service Levels will be aggregated and cannot exceed 100% of the cumulative monthly recurring Charges at any affected Site.
- 20.3.2** To qualify for Service Credits, and before any Service Credits can be applied, the Customer must make a claim within 25 days after the end of the month in which the Service underperformed or where a longer time period is required by mandatory local law then the shortest period that can be applied.
- 20.3.3** Service Credits will be :
- (a)** paid by deduction from the Customer's invoice within two (2) billing cycles of a claim being received; or
  - (b)** if related to On-Time Service Delivery Credits, paid by deduction from the first invoice following the Operational Service Date; or
  - (c)** following termination of the Service where no further invoices are due to be issued by BT, paid by BT within two months of a claim being received.

**Section G – Data Protection**

With this Service BT and its suppliers will only act as Controller in accordance with the terms set out in the Governing Agreement.

**Section H – Defined Terms and Abbreviations**

For the purposes of this Schedule defined terms and abbreviations shall have the meaning ascribed to them within the body of the Schedule or below. Any Service specific abbreviations not set out below; are described in Part B.

**“Acceptance Tests”** means those objective tests conducted by the Customer that when passed confirm that the Customer has accepted the Service and that the Service is ready for use save for any minor non-conformities that will be resolved as an Incident.

**“Acceptable Use Policy”** or **“AUP”** has the meaning as set out at Part A, Section C.

**“Access Line”** means a Circuit connecting the Site(s) to the BT Network or POP.

**“Agreement”** means the Governing Agreement, this Schedule, the Order and any additional Annexes.

**“Applicable Law”** means the laws as set out in the Governing Agreement as may be amended from time to time.

**“Business Day”** means generally accepted working days at the locality of the Site, excluding any national or bank holidays.

**“Business Hours”** means between the hours of 0800 and 1700 in a business day at the locality of the specific Site.

**“Circuit”** means any line, conductor, or other conduit between two (2) terminals by which information is transmitted, and that is provided as part of the Service.

**“Content”** means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

**“Core Network”** means BT's network infrastructure between and including the POP, but does not include the Access Line between the Customer's Site(s) and the POP.

**“COS”** means class of service, which is a categorisation of traffic based on a process for managing a network by giving certain types of traffic priority over others.

**“Customer”** means the name of the entity contracting with BT as stated on the Order Form.

**“Customer Committed Date”** means the date provided by BT on which delivery of the Service is due to start.

**“Domain Name”** means a readable name on an internet page that is linked to a numeric IP Address.



“**Excess Construction Charges**” or “**ECC**” means any Charges in addition to installation Charges required for the installation of a Service, or an aspect of a Service, that exceed the level normally required, including where additional infrastructure is provided to give a new or extended Service at a Site or other location.

“**Ethernet**” means a technology for connecting devices in a wired local area network (“LAN”) or wide area network (“WAN”). It enables devices to communicate with each other via the IEEE 802.3-2008 protocol, which is a set of rules or common network language.

“**Ethernet Bandwidth**” means the bandwidth of the EVC at Layer 1 as defined by the Open System Interconnection (OSI) networking model.

“**Ethernet Virtual Connection**” or “**EVC**” means a data transmission path across the BT Network connecting selected Customer Sites.

“**Governing Agreement**” means the master terms and conditions which govern this Schedule.

“**Incident**” means any unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.

“**In-Contract**” means traffic which is within the contracted bandwidth for a specific Class of Service and will be carried. The In-Contract bandwidth cannot exceed the EVC bandwidth.

“**IP Address**” means a unique number on the internet of a network card or controller that identifies a device and is visible by all other devices on the internet.

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

“**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 Site(s) for connection to the Network Terminating Unit.

“**Network Terminating Unit**” or “**NTU**” means the socket where the Customer’s wiring, equipment or existing qualifying data service is connected to the Access Line.

“**Operational Service Date**” means the date upon which the Service is made operationally available to the Customer at a Site and may be called the “Service Start Date” in some Governing Agreements.

“**Order**” or “**Order Form**” means the details of the services procured from BT by the Customer as set out in the Order Form.

“**Out-of-Contract**” means traffic which exceeds the contracted bandwidth for that Class of Service and will be dropped if the BT Network is congested. Such traffic is not supported by the Service Levels set out in this Service Annex and/or the General Service Schedule

“**Packet Delivery**” means the measure of data successfully conveyed via the BT Network.

“**Provider Edge Routers**” or “**PE Routers**” means the BT equipment on the edge of the BT Network where Access Lines are terminated and Customer traffic enters the Core Network.

“**Planned Maintenance**” means scheduled maintenance that is planned in advance.

“**POP**” means a point of presence, which is the point where the Access Line terminates and is the demarcation point between the Access Line and the Core Network.

“**Priority 1**” means a Qualifying Incident which cannot be circumvented and which also constitutes a complete loss of the Service at the Site(s).

“**Qualifying Incident**” means any Incident affecting the Service within the Service Management Boundary, with the exception of Incidents caused by:

- modifications or alterations to the Service made by Customer, or by BT in accordance with Customer’s instructions;
- Planned Maintenance;
- network configurations that BT did not approve;



- incidents that have been reported but BT cannot confirm that an incident exists after performing tests; or
- Customer requests BT to test the Service at a time when no incident has been detected or reported.

“**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.

“**Resilient Component**” means, with respect to a Resilient Service, any of the Access Lines, BT equipment or equipment sold to a Customer.

“**Resilient Service**” means the Service or part of the Service, as set out in any applicable Order, where BT provides:

- two (2) or more Access Lines, to provide more resiliency;
- BT equipment or sells equipment to the Customer; and
- maintenance service 24x7x365 in respect of (a) and (b) above

“**Round Trip Delay**” or “**RTD**” means the time taken for a packet to get to its destination and for its acknowledgement to return. It is an indicator of network delay performance.

“**Service**” has the meaning given in Paragraph 1.1 of Part A – Service Terms.

“**Service Management Boundary**” has the meaning given in Paragraph Part B – Service Description.

“**Site**” means the physical Customer location to which the Service will be provided. Such Site may be Customer or third party owned.

“**Subscription Term**” means the term contracted for this Service as set out in the Order. In some Governing Agreements this may also be called “Minimum Period of Service”.

“**Virtual Private Network**” or “**VPN**” means a network constructed within the internet or on a service provider's shared network platform including systems that use encryption and other security mechanisms to ensure confidentiality, privacy, integrity and authentication of the Customer's data.