

Internet Connect Global- Service Schedule Part A – Service Terms

Section A –Service Terms

1. SERVICE SUMMARY

- 1.1** BT's Internet Connect Global Service provides the Customer with a right to access and use the robust, reliable, high performance, managed global Internet access as set out in any applicable Order, 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 to the provision of any other services provided by BT 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 procure services that are needed to permit the Service to operate and ensure they meet the minimum technical requirements specified by BT;
- 3.1.7 where the Customer has provided its own or a third party Access Line, ensure and confirm to BT that the Access Line is working correctly before reporting Incidents to BT;
- 3.1.8 in jurisdictions where an employer is legally required to make a disclosure to its end-users and employees in relation to the Service:
 - (a) inform end-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; and
 - (b) ensure that end-users have consented or are deemed to have consented to such monitoring and reporting (where such consent is legally required);
- 3.1.9 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);
- 3.1.10 if the Customer has a connection to another Internet supplier's network, the Customer will use BGP with a unique Autonomous System Number for its network;
- 3.1.11 notify BT prior to placing an Order where they require a BT field engineer for testing of the Service where the Service includes BT provided and managed routers or Customer provided and BT managed routers;
- 3.1.12 if the Customer is moving to the Service from another ISP, notify the Internet Registration Authority of the change to its existing Domain Name(s); and
- 3.1.13 if the Customer selects Access Line resilience, ensure that any router provided for use with the resilient Access Line is connected to the same segment on Customer's LAN as the router for the primary Access Line.

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, at its own cost, any necessary internal cabling:
 - (a) connecting the NTU to any BT equipment at a Site and between the BT equipment and any Customer equipment if the Customer is using the Service with Managed Routers; or
 - (b) connecting the NTU to the Customer equipment at a Site, if the Customer is using the Service without Managed Routers;
- 3.2.3 monitor and maintain any Customer equipment connected to the Service or used in connection with a Service;
- 3.2.4 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. Where the Customer uses their own NTE, BT will not be responsible for any Service interruption 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;
- 3.2.5** 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;
- 3.2.6** 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;
- 3.2.7** provide BT, or third parties acting on BT's behalf, with access to any Site(s) during Business Hour, or as otherwise permitted, to enable BT or its third parties, to set up, deliver, manage, maintain and restore the Service;
- 3.2.8** inform BT of any planned maintenance on any third party provided Access Line; and
- 3.2.9** provide service assurance support to BT, where reasonably requested, to progress the resolution of Incidents for any BT equipment installed with an Access Line 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 individual user.
- 5.4** The Customer will promptly inform BT if an individual 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 end-user unless it has been reassigned in its entirety to another end-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 exclusively attributed to BT or BT's suppliers and are non-transferable.
- 6.2** All the Customer's rights to use BT IP Addresses or BT Domain Names will cease on termination or expiration of the Service.
- 6.3** The Customer warrants that they are the owner of, or are authorised by the owner of, the trade mark or name that the Customer wishes to use as Customer's Domain Name.
- 6.4** The Customer will pay all fees associated with registration and maintenance of the Customer's Domain Name, and will reimburse BT for any and all fees that BT pays to any applicable Regional Internet Registry, and thereafter pay such fees directly to the applicable Regional Internet Registry.

7. PROVIDER INDEPENDENT RESOURCES

- 7.1** The Customer will ensure that up-to-date registration data is provided to BT and the Customer agrees that some or all of this registration data is published in the applicable Regional Internet Registry's database.
- 7.2** The Customer will not assign any of the PIR to a third party.
- 7.3** The Customer will pay any registration fees to BT that apply for the PIR.
- 7.4** The Customer's use of PIR is subject to the applicable Regional Internet Registry's policies.
- 7.5** If the Customer does not provide BT with up-to-date registration data or the Customer does not pay any applicable registration fees to BT, the PIR will return by default to the applicable Regional Internet Registry.

- 7.6 If the Customer does not follow any of the relevant Regional Internet Registry's policies the PIR will return to the applicable Regional Internet Registry and BT may terminate the Service for cause.

Section C – Acceptable Use Policy

8. INTRODUCTION

- 8.1 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.

9. USE OF THE SERVICE

- 9.1 The Customer will not use the Service in breach of Applicable Law or in any way that is considered to be:
- 9.1.1 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
 - 9.1.2 detrimental to the provision of services to the Customer or any other BT customer.
- 9.2 The Customer will not use the Service to intentionally take, or attempt to take, any action that could:
- 9.2.1 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
 - 9.2.2 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.
- 9.3 Unless agreed with BT first in writing:
- 9.3.1 the Customer will only use the Services for the commercial and business purposes for which they have been designed; and
 - 9.3.2 the Customer will not modify, amend, change, reconfigure or otherwise repurpose all or any part of the Services.

10. USE OF MATERIALS

- 10.1 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:
- 10.1.1 harmful, immoral, improper, indecent, defamatory, offensive, abusive, discriminatory, threatening, harassing or menacing;
 - 10.1.2 promoting or encouraging of illegal, socially unacceptable or irresponsible behaviour, or that may be otherwise harmful to any person or animal;
 - 10.1.3 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;
 - 10.1.4 in breach of the privacy or data protection rights of BT or any other person or company; or
 - 10.1.5 in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority.
- 10.2 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.

11. SYSTEMS AND SECURITY

- 11.1 The Customer will not:
- 11.1.1 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.
- 11.1.2** 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;
- 11.1.3** 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
- 11.1.4** 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 – 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 investigating Customer reported Incidents where BT finds no Incident or that the Incident is outside the Service Management Boundary; and
 - 12.2.4** re-configuration Charges per element re-configured:
 - (a) all re-configuration changes after the Operational Service Date must be agreed and documented in a new Order;
 - (b) if BT needs to upgrade Software on a Managed Router then there is no Charge for the upgrade unless the Software upgrade also requires a hardware upgrade, such as additional memory, in which case you will be charged for the hardware upgrade at the then-current router Charges;
- 12.3 Excess Construction Charges.**
- 12.3.1** All Services and pricing are subject to site survey. After the execution of the Order, 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 agreed with the Customer 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 not agreed with the Customer 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.

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

12.3.3 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 Charges that may apply upon termination and 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 elements 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 elements 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; and

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

Section E – 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 (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 upgrades or changes to the Service, unless the upgrades or changes each have an agreed delivery date, in which case the Customer Committed Date will be the same as the agreed delivery 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.
- (c) The On-Time Delivery Service Level does not apply to the Internet Connect Global service provided as part of the Multi-Service Access feature of the IP Connect Global service.

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 ("**Service Downtime**"). 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
Cat A+	≥ 99.99%	1 hour	0 minutes	Per started 15 minutes	4% of MRC	8% of MRC
Cat A1	≥ 99.97%	3 hours	0 minutes	Per started hour	4% of MRC	8% of MRC
Cat A	≥ 99.95%	4 hours	0 minutes	Per started hour	4% of MRC	8% of MRC
Cat B	≥ 99.90%	8 hours	1 hour	Per started hour	4% of MRC	8% of MRC
Cat C	≥ 99.85%	13 hours	3 hours	Per started hour	4% of MRC	4% of MRC
Cat D	≥ 99.80%	17 hours	5 hours	Per started hour	4% of MRC	4% of MRC
Cat E	≥ 99.70%	26 hours	7 hours	Per started hour	4% of MRC	4% of MRC
Cat F	≥ 99.50%	43 hours	9 hours	Per started hour	4% of MRC	4% of MRC
Cat G	≥ 99.00%	87 hours	11 hours	Per started hour	4% of MRC	4% of MRC
Cat H	≥ 98.00%	175 hours	13 hours	Per started hour	4% of MRC	4% of MRC
Cat I	≥ 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.

17.5.3 Exceptions to Availability Service Level:

(a) The Availability Service Level does not apply to the Internet Connect Global service provided as part of the Multi-Service Access feature of the IP Connect Global service.

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 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 1 per cent of the total monthly recurring Charges for the Resilient Service.

19. NETWORK PERFORMANCE

19.1.1 From the Operational Service Date, BT will provide the elements of the Service in the Core Network to the network performance targets for Round Trip Delay, packet delivery and jitter as set out in these Paragraphs ("**Network 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 for the selected inter-regional routes as set out below:

Monthly Measurement	Target
Transatlantic	95ms
Europe	45ms
Americas	150ms
Asia Pacific	150ms
Asia Pacific-Africa	350ms
Trans-Pacific	300ms

(b) Round Trip Delay is measured by sending 10 test packets of 100 bytes every minute, 24 hours a day between a BT Network node, designated by BT, to a destination node (which may or may not be the node(s) that the Site is connected to) and measures the time it takes for all test packets to be sent and received in one month. If there is a choice of route, results from the fastest are used. The results for each hour are averaged and stored. At the end of each month the hourly results are averaged.

(c) Round Trip Delay Service Credits: If the Round Trip Delay exceeds the Round Trip Delay Service Level, the Customer may request a Service Credit ("**Round Trip Delay Service Credit**") of four (4) per cent of the monthly recurring Charges for each affected Site.

19.1.3 Packet Delivery Service Level:

(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 for the selected inter-regional routes as set out below:

Monthly Measurement	Target
Transatlantic	99.5%
Europe	99.5%
Americas	99.5%
Asia Pacific	99.5%
Asia Pacific-Africa	99.0%
Trans-Pacific	99.0%

- (b) Packet Delivery is measured by sending 10 test packets of 100 bites every minute, 24 hours a day between a BT Network node, designated by BT, to a destination node (which may or may not be the node(s) that the Site is connected to) and measures the percentage of delivered. The percentage of delivered packets is calculated by dividing the number of packets returning by the number sent. Where there is a choice of route the lowest results are used in calculating the measurement. The figures for each hour are stored and are averaged at the end of each month to calculate the monthly measurement
 - (c) **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 four (4) per cent of the monthly recurring Charges of each affected Site.
- 19.1.4 Exceptions:** The Network Performance Service Levels will not apply:
- (a) if there is a Priority 1 Incident, in which case, the Availability Service Level will apply; and
 - (b) for Incidents that occur outside of the Core Network.

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** if a third party Access Line is not connected or functioning, a fault on the Customer's network, the Customer's Equipment (including configuration) or on any third-party software or service not provided and/or managed by BT under the terms of this Schedule;
- 20.2.3** for any faults caused by the Customer's use or management of the Service;
- 20.2.4** if BT is awaiting information from the Customer or awaiting confirmation by the Customer that the Service has been restored;
- 20.2.5** 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;
- 20.2.6** for any cause beyond BT's reasonable control as set out in the Governing Agreement or this Schedule;
- 20.2.7** 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;
- 20.2.8** 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;
- 20.2.9** during any trial period of the Service; and
- 20.2.10** 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 calendar 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 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 F – 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 G – Defined Terms

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:

“**Acceptable Use Policy**” means the policy as set out at Part A, Section C.

“**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.

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

“**Autonomous System Number**” or “**ASN**” means a globally unique number assigned by an Internet Registration Authority.

“**BGP**” means a border gateway protocol designed to exchange routing and reachability information between autonomous systems.

“**BT Network**” means the communications network owned, leased or resold by BT and used to provide the Service.

“**Burstable Bandwidth**” has the meaning given in Part B, Paragraph 2.5.

“**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 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.

“**Controller**” shall have the meaning given to it in the General Data Protection Regulation (EU) 2016/679 (“EU GDPR”) and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the General Data Protection Regulation).

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

“**Customer Committed Date**” means the date provided by BT on which delivery of a Service (or each part of a Service, including to each Site) is due to start.

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

“**Domain Name System**” or “**DNS**” means a hierarchical distributed naming system for computers, services or any resource connected to the Internet.

“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.

“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.

“Internet Registration Authority” means an internationally recognised organisation that logs the registered owners of Domain Names and manages Domain Name registries for the country or international community that it represents.

“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.

“Managed Router” means a router provided by BT for use with the Service and which is BT equipment.

“Multi-Service Access” means the Service Option more particularly described in Part B, Paragraph 2.6.

“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.

“Open Systems Interconnection” means a conceptual model that characterises and standardises the internal functions of a communication system by partitioning it into abstraction layers according to the (ISO/IEC 7498-1) standard.

“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” means an order or part of an Order given by the Customer and accepted by BT under this Agreement for one or more Services.

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

“POP” means a point of presence, is part of BT's or BT's supplier's core network and is the demarcation point between the Access line and the Core Network which facilitates connectivity to the internet.

“Port” means the point where the Access Line is connected to the BT 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).

“Provider Independent Resources” or **“PIR”** means resources assigned to users that include autonomous system numbers, provider independent IPv4 addresses, any cast assignments, provider independent IXP IPv6 addresses and all future provider independent resources.

“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.

“**Regional Internet Registry**” means an organisation that manages the allocation and registration of internet number resources within a particular region of the world. Internet number resources include IP Addresses and autonomous system (AS) numbers.

“**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 or more Access Lines at a Site, to provide more resiliency;
- two or more routers at a Site, to provide more resiliency; and
- maintenance service 24x7x365 in respect of (a) and (b) above; or

“**Reverse DNS**” means the process of finding a host name (e.g. www.bt.com) corresponding to an IP Address on the public Internet using a Domain Name System.

“**Round Trip Delay**” 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 Part A, Paragraph 1.

“**Service Management Boundary**” has the meaning given in Part B, Paragraph 3.1.

“**Service Credit Interval**” means as set out in the table at Part A, Paragraph 17.4

“**Site**” means the physical Customer site 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**”.

“**VLAN**” means a virtual local area network.