

Global Fabric Service Schedule

Part A – Service Terms

Section A Service Terms

1. SERVICE SUMMARY

- 1.1** Global Fabric is a software-defined interconnection service that provides Customers with multi-cloud connectivity across BT's globally connected network. The Global Fabric service consists of:
- 1.1.1** a Global Fabric programmable network as a service platform consisting of networking hardware, software and transmission technologies enabling the provision of various Network Service Connections; and
 - 1.1.2** Network Service Connections like BT's Global Business Internet and Global IP VPN that can be deployed across the Global Fabric platform where the data is transmitted between the nodes on the network that are physically connected via the Global Fabric platform.
(the "**Service**")
- 1.2** This Part A sets out the general terms, definitions and abbreviations applicable to the Service, and the applicable Part B(s) sets out the Standard Components and Optional Components of the Service, their descriptions, specific terms 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 and sale of equipment used in the provision of the Service) 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 (including the Global Fabric App and its capabilities) provided the performance and quality of the Service is not materially adversely affected. Prior to introducing any change to the Service BT shall provide 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 the Global Fabric App;
 - 2.2.2** replacing the Service with a materially equivalent Service; or
 - 2.2.3** modifying the API or moving to a new API. In such circumstances BT will use reasonable endeavours to maintain backward compatibility.
- 2.3** BT may occasionally suspend the Service in the event of an 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 the restriction or suspension of any affected Service BT shall advise the Customer as soon as is reasonably practicable afterwards why such restriction or suspension was required.

3. GENERAL CUSTOMER OBLIGATIONS

- 3.1** The Customer will:
- 3.1.1** provide BT with the names and contact details of the Customer Contacts and any Customer operational contacts;
 - 3.1.2** unless the Customer has ordered Global Fabric App - BT Managed, as detailed in Part B, be responsible for any online Orders its Customer Contacts make and for configuring the Service to the Customer's business requirements;

- 3.1.3** 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 with respect to the Service;
- 3.1.4** use the Incident reporting procedures notified to the Customer by BT, and ensure that the Customer operational contact is available for all subsequent Incident management communications;
- 3.1.5** ensure that the local area network (LAN) protocols, applications and equipment used by the Customer are compatible with the Service;
- 3.1.6** complete any reasonable preparation activities that BT may request to enable the Customer to receive the Service promptly and in accordance with any agreed timescales;
- 3.1.7** procure services that are needed to permit the Service to operate, including Enabling Services as defined in the applicable Part B(s), and ensure they meet the minimum technical requirements specified by BT;
- 3.1.8** where the Customer has provided its own or a third-party Enabling Service, ensure and confirm to BT that the Enabling Service is working correctly before reporting Incidents to BT;
- 3.1.9** inform BT of any planned maintenance on any third party provided Enabling Service;
- 3.1.10** provide service assurance support to BT, where reasonably requested, to progress the resolution of Incidents on the Service linked to an Enabling Service that is not being provided by BT;
- 3.1.11** 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; and
 - (b)** ensure that Users have consented or are deemed to have consented to such monitoring and reporting (where such consent is legally required);
- 3.1.12** 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);
- 3.1.13** where the Customer has ordered a public Internet access option, the Customer will be responsible for the provision and operation of a firewall to implement the Customer security policies and requirements in relation to the Internet service. Alternatively, the Customer may choose to order a cloud-based security system configuration with Customer equipment; and
- 3.1.14** when the Customer orders Global Business Internet as a Network Service Connection, if the Customer has a connection to another Internet supplier's network, the Customer will use a Border Gateway Protocol with a unique Autonomous System Number for its network.

4. CUSTOMER EQUIPMENT AND SITE REQUIREMENTS

4.1 The Customer will:

- 4.1.1** 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 the information is accurate and complete;
- 4.1.2** monitor and maintain any Customer provided equipment connected to the Service or used in connection with a Service;
- 4.1.3** provide, at its own cost, any necessary internal cabling or cross connects not included in the Service between the access supplier's NTU, MPoE or MMR and any Customer equipment at a Site;
- 4.1.4** ensure any Customer equipment and Customer Provided Access ("**CPA**") that is connected to the Service or the Customer uses, directly or indirectly, in relation to the Service:

- (a) is adhering to BT design guidelines as set out in the Global Fabric App online documentation;
- (b) is connected using the applicable BT NTE, unless the Customer has BT's permission to connect by another means;
- (c) is adequately protected against viruses and other breaches of security;
- (d) will not harm or damage the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
- (e) 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;

4.1.5 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.

4.1.6 for Sites not under BT's control, get all the consents, licenses, permissions and authorisations BT and the Customer need and keep them up to date, 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.

4.1.7 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, to enable BT or its third parties to set up, deliver, manage, maintain and restore the Service.

5. PASSWORDS, AUTHORISED USERS AND SECURITY

- 5.1** The Customer is responsible for the proper use of any usernames, personal identification numbers and passwords or similar used in conjunction with 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 the access of any person who is no longer an authorised 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 the Customer to do so in order to help safeguard 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

- 6.1** Where the Customer orders Global Business Internet as a Network Service Connection:

- 6.1.1 Provider Aggregatable IP Addresses.** Except for IP Addresses expressly registered in the Customer's name, all Provider Aggregatable IP Addresses made available by BT with the Service are non-transferable and will always remain the ownership of BT or BT's suppliers. All Customer's rights to use such Provider Aggregatable IP Addresses will cease on termination or expiration of the Service.
- 6.1.2 Provider Independent IP Addresses and Resources.**
- (a) The Customer will ensure that up-to-date registration data is provided to BT and the Customer agrees that some or all of the registration data is published in the applicable Regional Internet Registry database.
 - (b) The Customer's use of Provider Independent Resources ("PIR") is subject to the applicable Regional Internet Registry policies.
 - (c) The Customer will only advertise PIR where it, or its subsidiary, is the registered owner. BT will not be responsible for any adverse consequences or claims as a result of the Customer advertising PIR where the Customer, or its subsidiary, is not the registered owner.
 - (d) If the Customer is also advertising their own customers' PIR, it is the Customer's responsibility to ensure the route object and/or route origin authorisation, and as-set object records are correct before advertising on the Service.
 - (e) if the Customer is moving PIR to the Service from another ISP, it is the Customer's responsibility to notify the Regional Internet Registry of the change for any applicable route object and/or route origin authorisation records.
- 6.1.3** if the Customer is moving to the Service from another ISP, the Customer shall notify the Regional Internet Registry of the change for any applicable route objects and/or route origin authorisation records.

Section B Acceptable Use Policy

7. INTRODUCTION

- 7.1** The Customer acknowledges it has read and agrees to be bound by and to ensure that any Users will comply with this Section B ("**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 in writing with BT:
- 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 C Compliance and Regulation

11. EXPORT OF CONTENT USING CLOUD SERVICES

- 11.1** The Customer is solely responsible for any compliance related to the way the Service is accessed and used at each location, including the transfer and processing of Customer Content via the Service and any publication of such Content.
- 11.2 Internet Browsing.** The Network Service Connection, Global Business Internet, ordered for each country is to be used by each country's native Users.

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. The Charges will be invoiced starting from the Operational Service Date.
- 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, where possible, at the Customer's request after BT has informed the Customer of the delivery date;
 - 12.2.3** Charges for investigating Customer reported Incidents where BT determines there is no Incident or that the Incident is outside the Service Management Boundary;
 - 12.2.4** Charges for investigating Customer reported Incidents where BT determines the Incident has been caused by Customer misconfiguration; and
 - 12.2.5** Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Governing Agreement.
- 12.3** Charges per element re-configured after the Operational Service Date must be agreed and documented in a new Order.
- 12.4** Where the Customer changes or amends the Service, BT will invoice the Charges on a pro-rata basis depending on the days remaining in the month following the Operational Service Date of the changed or amended Service.
- 12.5** In the case of a Resilient Service, the Customer agrees that charging will commence on the delivery and installation of the first delivered circuit.
- 12.6 Excess Construction Charges.**
- 12.6.1** Any pricing for Access Lines shall be subject to site survey. Once the Order has been placed, BT will arrange for a survey to be conducted to confirm the availability of a suitable Access Line to the Site(s). If the survey identifies 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 to 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 to 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.
 - 12.6.2** BT will not invoice the Customer for any Excess Construction Charges unless these are actually incurred as detailed in paragraphs (a) and (b) above.
 - 12.6.3** 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** Unless otherwise agreed to the contrary, 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, the 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** disconnect any CPA from the demarcation point. The Customer will continue to be charged for the Service until the related CPAs are disconnected;
 - 14.1.4** disconnect any Customer equipment from the Service.
- 14.2** On termination of the Service, BT will:
- 14.2.1** subject to at least thirty days' notice from the Customer, provide configuration information relating to the Service in a format that BT reasonably specifies;
 - 14.2.2** decommission all BT Network, BT provided Access Lines and applications supporting the Service at each Customer Site(s);
 - 14.2.3** where permitted under Applicable Law, delete any Content, including stored logs or any configuration data relating to BT's management of the Service;

Section E Service Levels and Service Credits

15. INTRODUCTION

- 15.1** BT will use 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 components within the Service Management Boundary.
- 15.3** Service Credit calculations and payments will be based on the appropriate Charges as set out in this Section E.

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**"). **On Time Delivery Service Credits**
- 16.1.1** Where 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.
 - 16.1.2** If both BT and the 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

the Customer, the Calculation of any On Time Delivery Service Credits will be made by reference to the revised Customer Committed Date.

16.1.3 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 the Customer, however this will not cause the original Customer Committed Date to be revised; or
- (c) the On Time Delivery Service Level only applies to up to two (2) Ports per BT PoP per day unless otherwise agreed in advance.

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++	≥ 99.999%	15 minutes	0 minutes	Per started 5 minutes	4% of MRC	8% of MRC
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) If the Customer agreed to use dynamic IP Addresses, the Availability Service Level does not apply for any Service Downtime resulting from a failure to request a refresh of the dynamic IP Address.

18. RESILIENCY RESTORATION

18.1 Resiliency Restoration Service Level

18.1.1 From the Operational Service Date, where the Customer has ordered 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 SERVICE LEVELS

- 19.1.1 Available Network Performance Service levels.** Depending on the Network Connection Service ordered, from the Operational Service Date BT will provide the following BT Network performance service levels:
- (a) Round Trip Delay;** means the time taken for a packet to get to its destination and for its acknowledgement to return;
 - (b) Packet Delivery;** means the measure of data successfully conveyed via the BT Network; and
 - (c) Jitter** (only applicable for Global IPVPN); means an indicator of the variation in the time between packets arriving at a Site.
- 19.1.2 Targets and Measurement.** The applicable network performance targets will either be set out in the Global Fabric App or included within the Order.
- 19.1.3 Network Performance Service Credits.** The Customer may request a Service Credit of two (2) per cent of the monthly recurring Charges for each affected Service components.
- 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 BT 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 delays providing access or denies permission to Sites for BT or its agents and third parties acting on BT's behalf;
- 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 delays or 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 as this Service does not have access to the Customer data, nor does it use technology to intercept, record or capture Customer data. BT does not assume any obligations with respect to Customer data other than as expressly set forth in this Agreement or as required by Applicable Law.

Section G Definitions and Abbreviations

For the purposes of the Global Fabric Service Schedules defined terms and abbreviations shall have the meaning ascribed to them below or within the body of the relevant Service Schedule:

"Acceptable Use Policy" or **"AUP"** has the meaning given in Paragraph 7.1 of this Service Schedule Part A.

"Access Line" means a circuit connecting the Site(s) to the BT Network or PoP.

"Agreement" means the Governing Agreement, Schedules, Orders and any documents incorporated by reference.

"API" means Applicable Programming Interface, a Software based interface used to communicate between different applications.

"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 unique identifier for a network operator that controls routing within its network and exchanges routing information with other Internet Service Providers.

"Border Gateway Protocol" or **"BGP"** means a standardised exterior gateway protocol designed to exchange routing and reachability information among autonomous systems on the Internet.

"BT Network" means the 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.

"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.

"Charges" means the fees and charges payable by the Customer in relation to a Service as set out in the Master Order Form or Order.

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

"Controller" has the meaning given to it in the GDPR.

"Customer" means the name of the entity contracting with BT as stated on the Master Order Form

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

"Customer Premise Connections" has the meaning given in Service Schedule Part B2.

“Customer Provided Access” or **“CPA”** means the Customer is providing its own connectivity (Access Line) to the Port.

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

“Enabling Services” has the meaning given in Part B.

“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.

“GDPR” means 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 GDPR as applicable to the Processing).

“Global Business Internet” means the Internet layer service that can be ordered as a Network Service Connection to the Global Fabric platform. Note this Service, related documentation and the digital exposure of the Service use the terms “Global Business Internet”, “Internet”, “Internet network service” and “Internet Connection” interchangeably.

“Global Fabric App” means an online portal or API as described in Part B for viewing reports and for managing changes to Service via online Orders.

“Global IP VPN” means a layer 3 IP any-to-any VPN (MPLS L3VPN) that can be ordered as a Network Service Connection to the Global Fabric platform. Note this Service, related documentation and the digital exposure of the Service use the terms “Global IP VPN”, “IP VPN”, “IP VPN network service”, “IP VPN connection” interchangeably.

“Governing Agreement” means the general 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” means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

“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.

“ISP” means an internet service provider.

“Letter of Authority” or **“LOA”** means a document that formally authorises the installation of cross-connects in a data centre where the owners of the connection points are different.

“Minimum Point of Entry” or **“MPoE”** means point to where the cables of a telecommunications service carrier (i.e., a phone or cable company) enters a multi-unit building and is where the responsibility of the carrier ends, and the customer's responsibility begins.

“Meet Me Room” or **“MMR”** is a place within a data centre (or carrier hotel) where customers and telecommunications companies can physically connect to one another.

“Network Terminating Equipment” or **“NTE”** means the equipment delivered by BT 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 Service Connection” is the overlay Service (‘e.g. Global Business Internet or Global IP VPN) used with the Global Fabric platform.

“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 and may be called the **“Service Start Date”** in some Governing Agreements.

“Optional Components” means one of the Optional Components of the Service set out in Part B and any applicable Subpart B(s).

“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. An Order can be a manual form or submitted via the Global Fabric App.

“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 BT Network.

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

“Port” means a User Network Interface (UNI) at the BT PoP and it can either be a Customer Port or any future kinds of Ports BT may make available with the Service, like “cloud Port” or “partner Port” as set out in Part B.

“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 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 Aggregatable (PA) IP Addresses” means address assignments made by an ISP and come from a large block allocated to an ISP provider by an RIR. Addresses stay with the ISP who assigned them, so customers moving to or from another ISP will need to hand back their addresses. Also known as **“Provider Aggregatable”** or **“Provider Assigned Addressing”**.

“Provider Independent (PI) IP Addresses” means IP addresses assigned by an RIR directly to an end-user organisation. Addresses assigned can be moved by customers between ISPs.

“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.

“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.

“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.

“Resilience” means the ability to provide and maintain an acceptable level of service in face of faults and challenges to normal operation, and it can be achieved using multiple configuration and design rules.

“Resilient Component” means, with respect to a Resilient Service, any Service Components provided with resilient access or Port resilience options as described in Part B.

“Resilient Service” means the Service or part of the Service, as set out in any applicable Order, provided by BT with Resilient Components.

“SD WAN” means Software-Defined wide area network.

“Service” has the meaning given in Paragraph 1.1 of this Service Schedule Part A.

“Standard Components” means the Standard Components set out in Service Schedule Part B1.

“Service Management Boundary” has the meaning given in Service Schedule Part B2.

“Service Management Schedule” means the Schedule referenced in the Master Order Form that governs BT's management of the Service.



“**Site**” means the physical location to which the Service will be provided. This could be a patch panel or meet-me room within the same data centre as the BT PoP or a different data centre or the Customer premises.

“**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”.

“**User**” means any person who is permitted by the Customer to use or access a Service.

“**WAN**” means wide area network.