

BTnet Service Schedule Part A – Service Terms

Section A Service Terms

1. SERVICE SUMMARY

- 1.1** The BTnet Service provides the Customer with data services that allow the Customer to connect to the Internet using a range of access methods at a variety of speeds over the BT Network 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 for the provision of any other services provided by BT, which will be governed by their separate terms and conditions.
- 1.4** The Internet is separate from the Service and use of the Internet is solely at the Customer's risk and subject to Applicable Law. BT has no responsibility for any information, software, services or other materials obtained by the Customer using the Internet.

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 beforehand as soon as it reasonably can if the Planned Maintenance or implementation of changes under Paragraph 2.2 necessitate a restriction or suspension of service.
- 2.2** BT may change the Service 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** changing, replacing, introducing or removing features of the Service;
 - 2.2.2** replacing the Service with a materially equivalent Service;
 - 2.2.3** changes to reflect developments in or changes to technology used to provide the Service;
 - 2.2.4** substituting or replacing BT Equipment; or
 - 2.2.5** changes required (i) to protect the integrity or security of the BT Network or (ii) comply with Applicable Law.
- 2.3** BT may restrict or 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.

3. GENERAL CUSTOMER OBLIGATIONS

- 3.1** The Customer will:
- 3.1.1** provide BT with the names and contact details of the Customer contact but BT may also accept instructions from a person who BT reasonably believes is acting with the Customer's authority;

- 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. If the Customer provides incomplete or incorrect information or if the information provided by the Customer changes, BT may review the Charges for any applicable Services;
- 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** comply with any instructions that BT believes are necessary for reasons of health, safety or the quality of any Service provided by BT to the Customer giving as much notice as possible;
- 3.1.7** procure services that are needed to permit the Service to operate 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 Access Line, ensure and confirm to BT that the Access Line is working correctly before reporting Incidents to BT;
- 3.1.9** establish and maintain its own internal support processes and helpdesk for Users and be responsible for communication with Users;
- 3.1.10** 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); and
- 3.1.11** have the ability, for the purposes of this Schedule only, to enter into contracts with its customers to provide services utilising the Service. BT's consent for the Customer to resale this Service is subject to the resale terms set out in the Contract. Any such contracts the Customer has with customers for the provision of services utilising the Service are entirely the Customer's responsibility. The Customer will provide a support function for the provision of support to their own customers connected to their network who will be required and directed to use this route to report all Incidents, queries and complaints. BT will have no responsibility for provision of support to the Customer's own customers.

4. CUSTOMER EQUIPMENT AND SITE REQUIREMENTS

- 4.1** Where it is necessary for BT to install the BTnet service at the Site:
 - 4.1.1** BT will make an appointment with the Customer during Business Hours for internal installation and configuration of the BTnet Service at the Site;
 - 4.1.2** before the appointment date, BT will dispatch to the Customer any equipment that BT requires for connection to the BTnet Service as part of BT's installation activities; and
 - 4.1.3** before the appointment date, it may be necessary for BT to contact the Customer to arrange access to the Site to conduct some external works.
- 4.2** The Customer will:
 - 4.2.1** 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;
 - 4.2.2** provide, at its own cost, any necessary 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;

- 4.2.3** with the exception of the BT Equipment and the Software, provide suitable computer hardware, software, internal cabling and telecommunications equipment and services necessary to access and use the Service;
- 4.2.4** for any Customer Equipment used in the Services, be responsible for obtaining (if required) local import and User licenses and the written authority from all respective authorities, particularly for countries where the use and import of encryption Software and devices may be restricted by Applicable Law, or the export and re-export of the encryption Software or devices may be subject to the United States of America export control law, and not act to misuse the Services as provided by BT to contravene or circumvent these laws. BT may treat any contravention of these laws as a material breach and
- (a)** suspend any applicable Service, and BT may refuse to restore these Services until BT receives an acceptable assurance from the Customer that there will be no further contravention; or
 - (b)** terminate any applicable Services upon Notice for material breach;
- 4.2.5** monitor and maintain any Customer equipment connected to the Service or used in connection with the Service;
- 4.2.6** ensure that any Customer equipment that is connected to the Service or that the Customer uses, directly or indirectly, in relation to the Service is:
- (a)** connected using the applicable BT NTE, unless the Customer has BT's permission to connect by another means;
 - (b)** adequately protected against viruses and other breaches of security;
 - (c)** technically compatible with the Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (d)** 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; and
 - (e)** in conformance with the interface specifications and routing protocols as may be specified by BT;
- 4.2.7** immediately disconnect any Customer equipment, or advise BT to do so at the Customer's expense, where the Customer's 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/or generally accepted Internet standards and the Customer is contacted by BT about such material, and redress the issues with the Customer equipment prior to reconnection to the Service;
- 4.2.8** 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;
- 4.2.9** 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;

- 4.2.10** where the Service is delivered to a Data Centre, arrange the necessary Cross-Connect (including ordering any necessary Cross-Connect) via a Data Centre provider to connect from the Data Centre MeetMe Room to the location where the Customer Equipment is located;
- 4.2.11** if the Customer accesses the Service via a LAN:
- (a)** provide and maintain a suitable LAN capable of interfacing satisfactorily with the Service;
 - (b)** configure the LAN and all associated equipment interfacing to the Service; and
 - (c)** acknowledge and agree that BT is not responsible for providing any support whether technical or otherwise, to the Customer's LAN; and
- 4.2.12** connect equipment to the Service at the defined Service Management Boundary, only by using the agreed Equipment at the Site(s) or the LAN Port of the agreed Equipment.

5. BT EQUIPMENT

- 5.1** Where BT provides BT Equipment to the Customer that is owned by BT as part of the provision of the Service, the Customer will:
- 5.1.1** accept the specification of the BT Equipment where provided as part of the Service, including but not limited to throughput, supported end-user client capacity, and available configuration options. Specifications of BT Equipment are available on request;
- 5.1.2** provide BT with the name and contact details of at least one individual who will be responsible for any BT Equipment at the relevant Site(s). BT may also accept instructions from a person who BT reasonably believes is acting with the Customer's authority;
- 5.1.3** prepare and maintain the relevant Site(s) for the installation of BT Equipment and supply of the Service, including:
- (a)** providing a suitable and safe operational environment for any BT Equipment, including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;
 - (b)** taking up or removing any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect BT Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance services;
 - (c)** carrying out any work that may be required after installation to make good any cosmetic damage caused during installation or maintenance;
 - (d)** providing a secure, continuous power supply at the Site(s) for the operation and maintenance of the Service and BT Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the Service resulting from failure in the principal power supply, providing back-up power with sufficient capacity to conform to the standby requirements of the applicable British standards; and
 - (e)** provide any internal cabling between the BT Equipment and any Customer Equipment as appropriate to the Service;
 - (f)** after installation is completed, restore the condition of the applicable Site, including any re-decorating that may be required;
- 5.1.4** keep the BT Equipment safe and secure and without risk to health;
- 5.1.5** 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;
- 5.1.6** 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;

- 5.1.7** 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;
 - 5.1.8** not sell, charge, assign, transfer or dispose of, or part with possession of the BT Equipment;
 - 5.1.9** 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;
 - 5.1.10** 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);
 - 5.1.11** carry full replacement value insurance against any damage to or theft or loss of the BT Equipment;
 - 5.1.12** 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;
 - 5.1.13** ensure that BT Equipment appears in BT's name in the Customer's accounting books; and
 - 5.1.14** 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.
- 5.2** BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to the Customer upon delivery, whether or not the BT Equipment has been installed.

6. PASSWORDS, AUTHORISED USERS AND SECURITY

- 6.1** 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.
- 6.2** BT does not guarantee the security of the Service against unauthorised or unlawful access or use.
- 6.3** 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.
- 6.4** The Customer will promptly terminate access of any person who is no longer an authorised User.
- 6.5** The Customer will promptly inform BT if an 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.
- 6.6** 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.
- 6.7** 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.
- 6.8** If the Customer enables Wireless Access (Wi-Fi and Guest Wi-Fi) on the Supported Equipment where supported and available, they will be responsible for the use of that network, including:
 - 6.8.1** selecting, managing and allocating passwords, including defining passwords and ensuring their security in terms of length, complexity and strength;
 - 6.8.2** if the Customer chooses to leave Wireless Access "open" without a password, accept the increased risk the Customer has exposed themselves to;
 - 6.8.3** if the Customer provides access to its Service and network via either Wi-Fi or Guest Wi-Fi the Customer will be liable for any Claims, losses, costs and liabilities arising out of or in connection with any misuse of the service by Users of the connection that is contrary to the Acceptable Use Policy

and generally accepted Internet standards. If the Customer has ordered the additional BTnet Security Service, they will ensure that any security policy will be active across both Wi-Fi and Guest Wi-Fi networks; and

6.8.4 conducting testing of the Wireless Access of Supported Equipment supporting Wireless Access.

7. IP ADDRESSES, DOMAIN NAMES

- 7.1** 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.
- 7.2** All the Customer's rights to use BT IP Addresses or BT Domain Names will cease on termination or expiration of the Service.
- 7.3** The Customer warrants it is 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.
- 7.4** 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.
- 7.5** BT may, in BT's sole discretion, require the Customer to select a replacement Domain Name and may either refuse to provide or may suspend Service if, in BT's opinion, there are reasonable grounds for BT to believe that the Domain Name is, or is likely to be offensive, abusive, defamatory or obscene, or infringe the rights of any person in a corresponding trademark or name.
- 7.6** BT does not ensure that any requested Domain Name is available from or approved for use by the applicable Regional Internet Registry and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.

8. PROVIDER INDEPENDENT RESOURCES

- 8.1** 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.
- 8.2** The Customer will not assign any of the PIR to a third party.
- 8.3** The Customer will pay any registration fees to BT that apply for the PIR.
- 8.4** The Customer's use of PIR is subject to the applicable Regional Internet Registry's policies.
- 8.5** 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.
- 8.6** 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 material breach.

Section B Charges, Minimum Term and Termination

9. CHARGES

- 9.1** The Customer will pay the Charges for the Service and any optional features (including upgrades and re-configuration) as specified in the Contract.
- 9.2** In addition to the Charges set out in the Order, the Customer may be liable for the following additional Charges:
- 9.2.1** Service Introduction Charges;
 - 9.2.2** Charges for (de-)commissioning the Service outside of Business Hours;
 - 9.2.3** Charges for expediting provision of the Service at Customer's request after BT has informed Customer of the delivery date;

- 9.2.4** Charges for investigating Customer reported Incidents where BT finds no Incident or that the Incident is outside the Service Management Boundary;
- 9.2.5** Charges for restoring Service if the Service has been suspended by BT in accordance with the terms of the Contract; and
- 9.2.6** Any other Charges agreed between the parties in writing.

9.3 Excess Construction Charges

- 9.3.1** 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 up to the limit set out 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 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.
- 9.3.2** BT will only invoice the Customer for any Excess Construction Charges actually incurred.
- 9.3.3** 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.
- 9.3.4** Where the Customer has agreed to Excess Construction Charges and has submitted a cancellation request, the Customer will pay the full cost of any additional work that has been specifically incurred prior to the cancellation request being received by BT. BT will notify the Customer of such costs.

- 9.4** If the Customer causes an unreasonable delay during delivery or installation of any equipment required for the delivery of the Service, BT will charge the Customer the Charges for the Service as if BT fully installed the Service from the scheduled Operational Service Date. An unreasonable delay includes where the Customer fails to grant any of BT's employees, agents or contractors access to any Site to commission the Service within five Business Days after BT's request for access.

- 9.5** The Customer acknowledges that BT may invoice it for the Service from the applicable Operational Service Date, regardless of whether or not any other services that are dependent on BTnet are available.

9.6 Abortive Visit Charge

- 9.6.1** In addition to other rights, BT may raise an abortive visit Charge in the following circumstances:
 - (a)** if BT attends an incorrect Site address provided by the Customer;
 - (b)** if BT arrives to carry out the installation at the Site address provided by the Customer, and either:
 - (i)** the Customer no longer wants the installation to be completed; or
 - (ii)** the Customer is not present;

- (c) if BT is refused entry at the Site, or no access can be gained, at the appointed time agreed between the Customer and BT;
- (d) if BT is delayed in BT's installation activities because the Customer fails to make equipment that BT has dispatched to the Customer for installation purposes available to BT on arrival at the Site;
- (e) if BT finds that the location or environment provided by the Customer for the BT Equipment or Customer equipment is not suitable or that work needs to be carried out before the installation may take place at that location and/or environment; or
- (f) if the Customer provides BT with less than 24 hours' notice of an amendment to, or cancellation of, BT's appointment or Order.

10. CHANGES TO THE CONTRACT

10.1 BT may amend the Contract (including the Charges) at any time by either:

- 10.1.1 publishing the amendment online at <https://business.bt.com/terms-and-conditions/business-terms-of-service/> (or any other online address that BT advises); or
- 10.1.2 by giving Notice to the Customer.

10.2 If the amendments causes the Customer material detriment, BT will give the Customer Notice at least 30 days before the change is to take effect and, in the case of any other amendments, at least one day before the change is to take effect.

10.3 If BT makes any amendment to the Contract that causes the Customer material detriment, the Customer will not have to pay any Charges if it gives Notice to terminate the affected Service within:

- 10.3.1 90 days after the date of notification if BT has only published the amendment online in accordance with Paragraph 10.1.1; or
- 10.3.2 30 days after the date of the Notice if BT has given the Customer Notice in accordance with Paragraph 10.1.2.

11. MINIMUM TERM AND TERMINATION

11.1 The Order sets out any Minimum Term applicable to the Service, as well as any associated volume commitments and invoicing terms that are specific to the Service.

11.2 Following the expiration of the Minimum Term, the Service shall continue unless and until terminated in accordance with the terms of the Contract.

11.3 Termination for Convenience

Either of us may, at any time after the Operational Service Date and without cause, terminate the Service by giving 30 days' Notice to the other. Termination Charges shall be payable by the Customer where it terminates the Service or the Contract under this Paragraph.

11.4 Cancellation Charges

- 11.4.1 If the Customer cancels an Order, or part of it, any time before the Operational Service Date the Customer will pay BT:
 - (a) the Cancellation Charges as set out below:
 - (i) the Cancellation Charges apply for any Order the Customer cancels after BT has confirmed the Customer Committed Date. Any cancellation before this point will not incur the Cancellation Charge.
 - (ii) the Cancellation Charges apply as set out in Paragraph (iii) for any Order the Customer cancels prior to the completion of the delivery of the bearer (access circuit). If the Customer cancels after completion of the bearer, Cancellation

Charges apply as set out in Paragraph 11.4.1(iii) even though BT has not provided the Service.

- (iii) The Cancellation Charges for any Order the Customer cancels prior to the completion of the delivery of the bearer per bearer type are as follows:

| Type of bearer | Charges per bearer |
|----------------------------------|--------------------|
| GEA over FTTP access | £550 |
| 100Mbps Ethernet Fibre Bearer | £2,050 |
| 1Gbps Ethernet Fibre Bearer | £2,050 |
| 10Gbps Ethernet Fibre Bearer | £4,500 |
| 1Gbps Data Centre access Bearer | £2,050 |
| 10Gbps Data Centre access Bearer | £4,500 |

- (iv) The Cancellation Charges for any Order the Customer cancels after the completion of the delivery of the bearer but before the Operational Service Date are as follows:

| Type of bearer | Charge per bearer |
|----------------------------------|-------------------|
| GEA over FTTP access | £1,200 |
| 100Mbps Ethernet Fibre Bearer | £3,500 |
| 1Gbps Ethernet Fibre Bearer | £3,500 |
| 10Gbps Ethernet Fibre Bearer | £15,000 |
| 1Gbps Data Centre access Bearer | £2,000 |
| 10Gbps Data Centre access Bearer | £5,000 |

The Cancellation Charge will depend on the type and size of the Customers bearer (access circuit) it has ordered regardless of the port speed. For services using dual access bearers for resilient delivery, Cancellation Charges apply per bearer including for any Secondary Access Line as set out in the table above and in addition to this the Customer will pay:

- an amount equal to 100 per cent of the Regular Charges for the first 12 months of the Service; and
- an amount equal to 50 per cent of the Regular Charges after the first 12 months of the Minimum Period of Service.

- (b) any Additional Charges (including any Excess Construction Charges or BT Equipment charges) for costs incurred in preparation of installation.

11.5 Termination Charges

11.5.1 The following Termination Charges apply where the Service or Contract is terminated by the Customer under Paragraph 11.3 or by BT in accordance with the Contract for breach by the Customer:

- (a) during the first 12 months of the Minimum Term:
- (i) the Service Introduction Charges, where the Customer has not already paid these in full, for each bearer type, in accordance with the table below.

| Type of bearer | Charge per bearer |
|----------------------------------|-------------------|
| GEA over FTTP access | £1,200 |
| 100Mbps Ethernet Fibre Bearer | £3,500 |
| 1Gbps Ethernet Fibre Bearer | £3,500 |
| 1Gbps Data Centre access Bearer | £2,000 |
| 10Gbps Ethernet Fibre Bearer | £15,000 |
| 10Gbps Data Centre access Bearer | £5,000 |

The Service Introduction Charge will depend on the size of the Customer's bearer (access circuit) they have ordered. For services using dual access bearers for resilient delivery, Service Introduction Charges apply per bearer including for the Secondary Access Line; and

- (ii) an amount equal to 100 per cent of the Regular Charges for any parts of the Service that were terminated for all other remaining months of the first 12 months of the Minimum Term; and
- (iii) an amount equal to 50 per cent of the Regular Charges for any parts of the Service that were terminated for all other remaining months after the first 12 months of the Minimum Term.

- (b) after the first 12 months of the Minimum Term, an amount equal to 50 per cent of the Regular Charges for any parts of the Service that were terminated for all other remaining months of the Minimum Term.

- 11.5.2** Where the Customer has decreased its bandwidth via a Bandwidth Flex within the six months prior to the date of the Notice to terminate, for the purposes of calculating the Termination Charges, the Regular Charges will be deemed to be the Regular Charges in place prior to the Bandwidth Flex.

12. END OF SERVICE

- 12.1** On termination of the Service, Customer will:

- 12.1.1** retrieve all Customer data from the Service;
- 12.1.2** provide BT with all assistance necessary to remotely decommission all network and applications supporting the Service at each customer Site(s);
- 12.1.3** return to BT the software or intellectual property provided by BT and all copies of such;
- 12.1.4** disconnect any Customer equipment from the BT Equipment;
- 12.1.5** not dispose of the BT Equipment other than in accordance with BT's written instructions;
- 12.1.6** arrange for the BT Equipment to be returned to BT; and
- 12.1.7** be liable for any reasonable costs of recovery that BT incurs in recovering BT Equipment.

- 12.2** On termination of the Service BT will:

- 12.2.1** provide configuration information relating to the Service provided at the Site(s) in a format that BT reasonably specifies;
- 12.2.2** decommission all network and applications supporting the Service at each Customer Site(s);
- 12.2.3** 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
- 12.2.4** disconnect and remove any BT Equipment located at the Site(s).



Section C Service Levels and Service Credits

13. INTRODUCTION

- 13.1** 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**").
- 13.2** Service Levels only apply to events occurring within the Service Management Boundary.
- 13.3** Service Credit calculations and payments will be based on monthly recurring Site Charges, unless stated to the contrary in the Order.

14. ON TIME DELIVERY SERVICE LEVEL

- 14.1** BT will deliver the Service on or before the Customer Committed Date ("**On Time Delivery Service Level**").
- 14.2** The Service is delivered when BT provides the following elements of the Service to the Customer enabling the Customer to use the Service:
- 14.2.1** for the Service with BT Equipment only, the BT Equipment including configuration; and
 - 14.2.2** for every Service, the dedicated Circuits between the Site and the PoP.

14.3 On Time Delivery Service Credits

- 14.3.1** 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 set out in this Paragraph 14.3.4.
- 14.3.2** The On Time Delivery Service Credits will be a reduction by BT to the Customer's standard Service Introduction Charges as set out in the tables below. This reduction also applies where the Customer has purchased a Circuit with a free connection offer or as part of a three or five year Contract.

| Number of days beyond Customer Committed Date | Percentage reduction in Service Introduction Charges |
|---|--|
| 1-10 Business Days | 5 per cent |
| 11-15 Business Days | 10 per cent |
| 16-20 Business Days | 15 per cent |
| More than 20 Business Days | 20 per cent |

- 14.3.3** 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, the calculation of any On Time Delivery Service Credits will be made by reference to the revised Customer Committed Date.
- 14.3.4 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 a Customer Committed Date.
 - (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.

15. AVAILABILITY SERVICE LEVEL

- 15.1** From the Operational Service Date, BT will provide the Service, excluding any Wireless Access connectivity, with 100 per cent Availability at all times ("**Availability Service Level**").

15.2 Availability Service Credits

- 15.2.1** If there is a Qualifying Incident, the Customer may claim Service Credits ("**Availability Service Credits**") set out in this Paragraph 15.1.

- 15.2.2** The Availability Service Credits will be a reduction to the Customer's Regular Charges for the Service as follows, provided the Customer reports the Qualifying Incident and claims for a reduction to the Regular Charges in accordance with Paragraphs 15.2.6 and 17 below:
- (a)** where the Availability Downtime is less than or equal to 10 hours, BT will apply a reduction equivalent to one day's Regular Charges for the Site, per hour of Availability Downtime for that Service. For the purpose of calculating the Availability Downtime, a fraction of one hour will be rounded-up to the nearest hour; and
 - (b)** the maximum Availability Service Credits applied per quarter will be capped at 10 hours of Availability Downtime, which is equivalent to 10 days' Regular Charges for the Site for that Service.
- 15.2.3** Where the Customer has opted for a resilience option and experiences a Qualifying Incident, BT, in accordance with this Paragraph 15.2, will apply a reduction to the Regular Charges at the impacted Site.
- 15.2.4** If a Qualifying Incident occurs, BT will measure and record the Availability Downtime for the Site or Circuit starting from when the Customer reports a Qualifying Incident, and ending when BT closes the Ticket for that Incident in accordance with the Support Services Schedule.
- 15.2.5** BT will measure the Availability Downtime in units of full minutes during the Coverage Period.
- 15.2.6** The Customer will report a Qualifying Incident within two days of experiencing the Qualifying Incident to the Service Desk.

16. NETWORK LATENCY

16.1 Network Latency Service Level

- 16.1.1** BT agrees to provide the Service with a Latency commitment subject to the terms of this Contract (the "**Network Latency Service Level**").
- 16.1.2** Latency is determined by BT and calculated upon the average round-trip transmission measurements taken in 10-minute intervals during a calendar month.
- 16.1.3** Latency commitment is applicable to the UK Core Network Connection and to the Transatlantic Network Connection as set out in the table below:

| Connection | Distance covered | Average round-trip transmission time |
|----------------------------------|---|--------------------------------------|
| UK Core Network Connection | Between BT's selected PoP in the BT Network and BT's designated Routers within the BT Network in the UK | 20 milliseconds or less |
| Transatlantic Network Connection | Between BT's selected PoP in the BT Network and BT's designated transit Routers at each end of the transatlantic link | 95 milliseconds or less |

16.2 Network Latency Service Credits

Subject to Paragraph 18.2, if BT fails to meet the Latency commitment at any time in two consecutive calendar months, BT will apply a reduction equivalent to one day's Regular Charges for the Site for that Service ("**Network Latency Service Credits**").

17. GENERAL SERVICE CREDIT EXCLUSIONS

- 17.1** Only measurements carried out by BT will be used in the calculation of Service Credits.
- 17.2** Service Levels and/or Service Credits will be excluded:
- 17.2.1** where the acts or omissions of the Customer or any third party (excluding BT's suppliers) 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;

- 17.2.2** if a third party Enabling Service is not connected or functioning, a fault on the Customer's network, the Customer's Equipment (including configuration), on their side of the BT Equipment or on any third-party software or service not provided and/or managed by BT under the terms of this Schedule;
- 17.2.3** for any faults caused by the Customer's use or management of the Service;
- 17.2.4** if BT is awaiting information from the Customer or awaiting confirmation by the Customer that the Service has been restored;
- 17.2.5** for any Qualifying Incident not reported in accordance with the incident reporting procedures notified by BT to the Customer;
- 17.2.6** for any cause beyond BT's reasonable control as set out in the Contract;
- 17.2.7** 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;
- 17.2.8** during any period of maintenance by the Customer or its third party on Customer's equipment, third party software or third party services not provided and/or managed by BT under the terms of this Schedule;
- 17.2.9** during any trial period of the Service;
- 17.2.10** if the Service is suspended due to Customer's breach of its obligations under the Contract;
- 17.2.11** for a Force Majeure Event or where the Contract allows BT to be excused from its obligations;
- 17.2.12** where the Customer makes a claim for any failure of the Service within the first 30 calendar days of a new installation or re-configuration of the existing Service, save for failure to meet the Customer Committed Date;
- 17.2.13** where faults and delays in the delivery of the Service reported by the Customer are not observed or confirmed by BT;
- 17.2.14** where disruptions occur within a pre-notified engineering works window;
- 17.2.15** where the failure of the Service is due to a Denial of Service attack; or
- 17.2.16** where Service is affected by BT's intervention to protect against a Denial of Service attack.

17.3 Any failure by BT to meet the Service Levels is not in itself a material breach of the Contract.

18. GENERAL SERVICE CREDIT LIMITATIONS

- 18.1** To qualify for Service Credits, and before any Service Credits can be applied the Customer will claim On Time Delivery Service Credits within 28 days of the Customer Committed Date (or where a longer time period is required by mandatory local law then the shortest period that can be applied) quoting the relevant reference number by e-mail to btnet.slg@bt.com and any failure to submit a request in accordance with this Paragraph 18.2 will constitute a waiver of any claim for On Time Delivery Service Credit(s) in that calendar month.
- 18.2** To qualify for Service Credits, and before any Service Credits can be applied the Customer will request applicable Availability Service Credits and Network Latency Service Credits within 28 days of BT verifying a Qualifying Incident (or where a longer time period is required by mandatory local law then the shortest period that can be applied) by providing details of the reason for the claim, the relevant Trouble Ticket number and the relevant reference number by e-mail to btnet.slg@bt.com. Any failure to submit a request

in accordance with this Paragraph 18.2 will constitute a waiver of any claim for Availability Service Credits and Network Latency Service Credits in that calendar month

- 18.3** Upon receipt of a valid request for Service Credit(s) in accordance with Paragraphs 18.1 and 18.2 Service Credits will be :
- 18.3.1** paid by deduction from the Customer's invoice within two (2) billing cycles of a claim being received; or
 - 18.3.2** following termination of the Service where no further invoices are due to be issued by BT, paid by BT within a reasonable period of time.
- 18.4** The Customer will notify BT in writing within two months of the date of BT's invoice if there is a dispute concerning the application by BT of the Service Credits shown on the invoice concerned.

19. SERVICE AMENDMENT

In addition to what is set out in Paragraph 2.2 of the Support Service Schedule:

- 19.1** Throughout the Minimum Term, the Customer may request Bandwidth Flex, subject to the limits defined by the size of the access bearer and the bandwidth increments allowed for the specific bearer/bandwidth combination. Any Bandwidth Flex increase or decrease will be chargeable and will operate for a minimum period of five Business Days before the Customer may make any further requests.
- 19.2** Where a Bandwidth Flex is beyond the capacity of the BT Equipment it will require a change to the BT Equipment at the same time. In these scenarios a new Minimum Term will apply.
- 19.3** Throughout the Minimum Term, the Customer may request a Site move, either internally within the existing Site, or externally to a new Site. All moves are subject to a Site survey which will confirm acceptance of the move, whether an internal move or an external move.
- 19.4** Internal moves are subject to a time related Charge dependent on the length of time required for the work and the time and date requested by the Customer. Pricing is available on request.
- 19.5** Internal moves are not possible where BT provides the Service using Generic Ethernet Access over Fibre to the Premises and these requests will always be treated by BT as an external moves.
- 19.6** External moves are subject to a new Minimum Term at the new Site.
- 19.7** Where the Customer requests a material change or an external move, there will be no early Termination Charges provided that:
- 19.7.1** the first 12 months of the Minimum Term on the existing Service has lapsed; and
 - 19.7.2** the annual rental Charge for the new Service is equal to or more than the annual rental Charge for the existing Service; and
 - 19.7.3** the new Minimum Term is equal to or more than the remaining period of the existing Minimum Term.

If an external move or a material change does not meet the criteria above then the Customer will be responsible for early Termination Charges. If an external move or a material change is requested within the Minimum Term, the Customer will also be responsible for a Charge equal to the standard Service Introduction Charge of the original access bearer(s) as set out in the Order.

Section D Data Protection

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

Section E 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:

"Acceptable Use Policy" means specific rules that you have to follow when using the Services. You can find the policy at <https://business.btcom/business/terms> (or any other online address that BT may advise you).



“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.

“Applicable Laws” means the laws as set out in the Contract as may be amended from time to time.

“Annex” means any annex to the Schedule that describes the Service or sets out specific terms that apply to it.

“Availability” means the period of time when the Service is functioning.

“Availability Downtime” means the total number of hours in a calendar month where there has been a Qualifying Incident.

“BT Equipment” means any equipment and any related Software that BT owns or that is licensed to BT and that BT uses to provide the Service.

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

“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.

“Cancellation Charges” means any compensatory charges payable by you to BT on cancellation of an Order in accordance with and as set out in the Contract.

“Charges” means the fees and charges that the Customer pays in relation to Service as set out in the Contract.

“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.

“Claims” means any legal claims, actions or proceedings against BT or the Customer, whether threatened or actual, whether by a third party or the other party to this Contract.

“Cleanfeed” means a filtering system that prevents access to certain Internet sites that contain images of child sexual abuse as notified to BT by the Internet Watch Foundation.

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

“Contract” means the agreement between the Customer and BT that is made up of the General Terms, the Schedule, any Annexes, the Order, and if applicable to the Service, the BT Price List.

“Controller” shall have the meaning given to it in the GDPR.

“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.

“Customer” means the party BT contracts with to provide the Service to.

“Cross-Connect” means a physical cable linking BT's termination point to the Customer Equipment.

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

“Customer Equipment” means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by the Customer in connection with the Service.

“Data Centre” means a data centre location where BT has installed a Point of Presence and will deliver the Service to a termination point in the Data Centre Co-Locate Room.

“Data Centre Co-Locate Room” means a location where Service terminates in a multi-tenanted location.

“Data Centre MeetMe Room” means a location where Data Centres hand over services.

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

“Enabling Services” means the services as defined in Part B – Service Description.

“Ethernet” means a family of computer networking technologies for LANs.

“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.

“Force Majeure Event” means any event that neither BT nor the Customer can control and that stops or delays either BT or the Customer from doing something, including:

- (a) natural event including a flood, a storm, lightning, a drought, an earthquake or seismic activity;
- (b) an epidemic or a pandemic;
- (c) a terrorist attack, civil war, civil commotion or riots, war, the threat of war, preparation for war, an armed conflict, an imposition of sanctions, an embargo or a breaking-off of diplomatic relations;
- (d) any law made or any action taken by a government or public authority, including not granting or revoking a licence or a consent;
- (e) collapsing buildings, a fire, explosion or accident; or
- (f) any labour or trade dispute, a strike, industrial action or lockouts.

“General Terms” means the General Terms specified in your Order.

“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).

“Guest Wi-Fi” means a wireless data connection that enables Users to access the Internet at the Customer’s Site without using the Customer’s private network.

“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 TCP/IP Internet Protocol suite to link devices worldwide.

“Internet Protocol” or “IP” means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data, and for relaying datagrams across network boundaries.

“Internet Watch Foundation” means an organisation that combats online child sexual abuse content in partnership with police, government and the online industry.

“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.

“Local Area Network” or “LAN” means the infrastructure that enables the ability to transfer IP services within Site(s) (including data, voice and video conferencing services).

“Minimum Term” means the term contracted for this Service as set out in the Order.

“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.

“Notice” means any notice to be given by one of us to the other under the Contract in accordance with the Contract.

“Open Source Software” means software BT has distributed to the Customer that is licensed under a separate open source licence.

“Operational Service Date” means the date upon which the Service is made operationally available to the Customer at a Site. It may also be referred to as the “Service Start Date”.

“Order” means any order or part of an Order you give to BT that is accepted by BT for the Service.

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

“Point of Presence” or **“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.

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

“Primary Access Line” means the principal active, traffic carrying Access Line.

“Processing” and **“Processor”** shall have the meaning given to it in the GDPR.

“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.

“Purchased Equipment” means any equipment, including any Software, that BT sells or licenses to the Customer.

“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.

“Regular Charges” means the Charges for the Service or applicable part of the Service that are invoiced repeatedly in every payment period (e.g. monthly), as set out in the Contract.

“Router” means a device that forwards data packets between computer networks, creating an overlay internetwork.

“Schedule” means this Btnet Service Schedule.

“Secondary Access Line” means an additional access Circuit that is used for resilience in either failover, load balancing or back-up services.

“Service Care Levels” means the times to respond to or repair an Incident that BT will endeavour to achieve in response to a fault report and that are based on the Access Line.

“Service Introduction Charges” means those Charges set out in any applicable Order in relation to installation or onboarding of a Service or any Customer Equipment or BT Equipment or Purchased Equipment as applicable.

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

“Software” means any software in object code format only and related documentation (whether on tangible or intangible media) that BT provides to the Customer as part of the Service. It includes any embedded software but it excludes Open Source Software.

“Supported Equipment” means the BT Equipment, Purchased Equipment or Customer Equipment that is part of a Maintained Service or Managed Service (as set out in the Order) which is a Support Service.

“Termination Charges” means any charges payable by you to BT on termination of the Service or the Contract in whole or in part during the Minimum Term.

“Transatlantic Network Connection” means the connection between BT's selected PoP in the BT Network and BT's designated transit routers at each end of the transatlantic link.

“UK Core Network Connection” means the connection between a BT selected PoP in the BT Network and BT's designated routers within the BT Network in the UK.



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

“Wi-Fi” means wireless local area network products that are based on the Institute of Electrical and Electronics Engineers' (IEEE) 802.11 standards.

“Wireless Access” means wireless (Wi-Fi) connectivity to the device where available.

“Wires Only Service” means a Service which terminates on the NTE/NTU to which the Customer connects their Customer Equipment to the for use with the applicable Service.

BTnet Service Schedule Part B – Service Description

Section A The Service

1. STANDARD COMPONENTS OF THE SERVICE

BT will provide the Customer with the following Services in accordance with the details as set out in the Order:

- 1.1 an Access Line, comprised of a direct connection where the Service is delivered via digital fixed links and terminated on either:
 - 1.1.1 the BT Equipment at the Site enabling BT to manage the Service up to the BT Equipment; or
 - 1.1.2 the NTE at the Site with a Wires Only Service;
- 1.2 an access speed as necessary to deliver the bandwidths required by the Customer as set out in the Order;
- 1.3 uncontended and symmetrical bandwidth;
- 1.4 static or dynamic routed IP addresses;
- 1.5 static assigned IPv4 addresses;
- 1.6 Business Premium Care Level as further set out in the Support Services Schedule;
- 1.7 **Port speeds:** these are available from 2Mbps to 10Gbps in varying increments based on Ethernet speeds. The Customer acknowledges that due to network and IP overheads, the actual throughput that the Customer experience's during speed tests or IP application usage will be lower than the Ethernet line speed and Port speed selected. The reduction is typically 5-10%. The actual figure will vary depending on the IP application the Customer is using, and is not fixed or guaranteed; and/or
- 1.8 **Filtering:** BT will apply Cleanfeed filtering to the Internet traffic through the provision of the Service as standard. The Internet Watch Foundation is responsible for determining the contents of the Cleanfeed list used for the filtering. The Customer will inform BT in writing if the Customer does not want BT to apply such filtering by sending written Notice.

2. SERVICE OPTIONS

BT will provide the Customer with any of the following options as set out in any applicable Order and in accordance with the details as set out in that Order:

- 2.1 **In Life Options:** BT will provide the Customer with the following options if the Customer makes a request to BT for them in writing at any time:
 - 2.1.1 **BTnet Security Service:** BT will provide the BTnet Security Service where supported by the BT Equipment, in accordance with the details set out in the applicable Order and subject to the terms of the BTnet Security Annex.
- 2.2 **Resilience Options:** depending on the configuration, routing protocol, speed of the Customer's network, and the availability of the options listed below, BT will provide one of the following as set out on the Order:
 - 2.2.1 **Failover** – BT will configure a Secondary Access Line as a standby to the Primary Access Line. If the Primary Access Line fails traffic will route via the Secondary Access Line. The Customer will ensure that any Equipment provided for use with this option is connected to the same segment on the Customer's LAN as the Equipment for the Primary Access Line.
 - 2.2.2 **Load balancing** – BT will configure a Secondary Access Line for dual running with the Primary Access Line. If one Access Line fails, subject to sufficient capacity being available on the other, traffic can flow over the other. The Customer will ensure that any Equipment provided for use with this option is connected to the same segment on the Customer's LAN as the Equipment for the Primary Access Line.

- 2.2.3 Back-up** – a Secondary Access Line option that provides a lower speed access back-up option. The Customer will ensure that any Equipment provided for use with this option is connected to the same segment on the Customer's LAN as the Equipment for the Primary Access Line.

3. SERVICE MANAGEMENT BOUNDARY

- 3.1** BT's responsibility to provide and manage the Service is physically and logically limited to the following, which shall constitute the **"Service Management Boundary"**:
- 3.1.1** Where the Customer has selected BT Equipment at a Site the Service Management Boundary is the LAN Port on the BT Equipment. The Customer is responsible for the cable connecting to the Customer Equipment owned by the Customer. BT is not responsible for wireless capability of the Wi-Fi and Guest Wi-Fi service, including connectivity, range, signal strength and bandwidth throughput, where the BT Equipment supports Wireless Access. BT will test the Service using an Ethernet cable. Wireless connectivity will not be connected or tested.
 - 3.1.2** Where the Customer has selected a Wires Only Service, the Service Management Boundary is the Network Terminating Unit of the Access Line that BT provides. The Customer is responsible for the cable connecting the NTU to the Router that the Customer provides.
 - 3.1.3** For a Service that terminates in a Data Centre, the Service Management Boundary is the patch panel termination point in the Data Centre Co-Locate Room. BT will not be responsible for connecting the Data Centre Co-Locate Room to the Data Centre MeetMe Room. The Customer is responsible for ordering a Cross-Connect from the Data Centre provider to connect back to the location where the Customer Equipment is located.
- 3.2** BT will have no responsibility for the Service outside the Service Management Boundary.
- 3.3** BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.

4. COMMISSIONING OF THE SERVICE

- 4.1** Before the Operational Service Date, BT will:
- 4.1.1** deliver and configure the Service;
 - 4.1.2** conduct a series of standard tests on the Service to ensure that it is configured correctly;
 - 4.1.3** for a Service with BT Equipment, configure the equipment and the Access Line, so that traffic can be transmitted and BT will conduct a set of standard tests to ping the BT Equipment. Wireless Access connectivity will not be tested;
 - 4.1.4** for a Wires Only Service, confirm delivery of the Access Line and conduct a set of standard tests to ping the Port; and
 - 4.1.5** on the date that BT has completed the activities in this paragraph 4.1, confirm to the Customer that the Service is available for performance of any Acceptance Tests in accordance with the Support Services Schedule.

5. ACCEPTANCE TESTS

- 5.1** The Customer will carry out the Acceptance Tests for the Service within five (5) Business Days after receiving notice from BT (**"Acceptance Test Period"**).
- 5.2** The Service is accepted by the Customer if the Customer confirms acceptance in writing during the Acceptance Test Period. The Customer will be deemed to have accepted the Service if it Customer does not provide BT with notice to the contrary by the end of the Acceptance Test Period.
- 5.3** Subject to paragraph 5.4, the Operational Service Date will be the earlier of the following:
- 5.3.1** the date that the Customer confirms or BT deems acceptance of the Service in writing in accordance with paragraph 5.2; or



5.3.2 the date the Customer starts to use the Service.

5.4 If, during the Acceptance Test Period, the Customer provides BT notice in writing that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide the Customer notice that BT has remedied the non-conformance and inform the Customer of the Operational Service Date.

Section B Service Management

6. SERVICE MANAGEMENT

6.1 The Support Services Schedule as referred to in the Order will apply to this Service.