



BTnet Service Schedule to the General Terms

A note on 'you'

'You' and 'your' mean the Customer and your Users, where applicable.

Words defined in the General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

Part A – The BTnet Service

1 Service Summary

- 1.1 BT will provide you with data services that allow you to connect to the Internet using a range of access methods at a variety of speeds over the BT Network, comprising:
- 1.1.1 the Standard Service Components; and
 - 1.1.2 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 4 ("**Service**").

2 Standard Service Components

- 2.1 BT will provide you with all the following standard service components ("**Standard Service Components**") in accordance with the details as set out in any applicable Order:
- 2.1.1 an Access Line, comprised of a direct connection where the Service is delivered via digital fixed links and terminated on either:
 - (a) the Managed Equipment at the Site enabling BT to manage the Service up to the Managed Equipment; or
 - (b) the NTE at the Site with a Wires Only Service;
 - 2.1.2 an access speed as necessary to deliver the bandwidths required by you as set out in the Order;
 - 2.1.3 uncontended and symmetrical bandwidth;
 - 2.1.4 static or dynamic routed IP addresses;
 - 2.1.5 static assigned IPv4 addresses; and
 - 2.1.6 Business Premium Care Level as further set out in the Support Services Schedule.
- 2.2 **Port speeds:** these are available from 2Mbps to 10Gbps in varying increments based on Ethernet speeds. You acknowledge that due to network and IP overheads, the actual throughput that you experience 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 you are using, and is not fixed or guaranteed.
- 2.3 **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. You will inform BT in writing if you do not want BT to apply such filtering by sending written Notice.

3 Service Options

BT will provide you with any of the following options ("**Service Options**") as set out in any applicable Order and in accordance with the details as set out in that Order:

- 3.1 **In Life Options:** BT will provide you with the following options if you make a request to BT for them in writing at any time:
- 3.1.1 **BTnet Security Service:** BT will provide you with the BTnet Security Service where supported by the Managed Equipment, in accordance with the details set out in the applicable Order and the BTnet Security Annex.
- 3.2 **Resilience Options:** depending on the configuration, routing protocol, speed of your network, and the availability of the options listed below, BT will provide you with one of the following as set out on the Order:
- 3.2.1 **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. You will ensure that any



Equipment provided for use with this option is connected to the same segment on your LAN as the Equipment for the Primary Access Line.

- 3.2.2 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. You will ensure that any Equipment provided for use with this option is connected to the same segment on your LAN as the Equipment for the Primary Access Line.
- 3.2.3 Back-up – the provision of a Secondary Access Line option that provides a lower speed access back-up option. You will ensure that any Equipment provided for use with this option is connected to the same segment on your LAN as the Equipment for the Primary Access Line.

4 Service Management Boundary

- 4.1 BT will provide and manage the Service in accordance with this Schedule and as set out in any applicable Order up to the demarcation points as set out in the remainder of this Paragraph 4 ("**Service Management Boundary**").
- 4.2 Where you have selected Managed Equipment at a Site the Service Management Boundary is the LAN Port on the Managed Equipment. You are responsible for the cable connecting to the Customer Equipment owned by you. 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 Managed Equipment supports Wireless Access. BT will test the Service using an Ethernet cable. Wireless connectivity will not be connected or tested.
- 4.3 Where you have selected a Wires Only Service, the Service Management Boundary is the Network Terminating Unit of the Access Line that BT provides. You are responsible for the cable connecting the NTU to the Router that you provide.
- 4.4 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. You are responsible for ordering a Cross-Connect from the Data Centre provider to connect back to the location where the Customer Equipment is located.

5 Associated Services and Third Parties

- 5.1 If BT provides you with any services other than the Service this Schedule will not apply to those services and those services will be governed by their separate terms.

6 Equipment

6.1 Use of BT Equipment

In relation to BT Equipment, you will:

- 6.1.1 accept the specification of the Managed 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 Managed Equipment are available on request.
- 6.1.2 keep the BT Equipment safe and without risk to health;
- 6.1.3 only use the BT Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
- 6.1.4 not move or relocate the BT Equipment or any part of it from the Site(s) without BT's written consent and you will pay BT costs and expenses reasonably incurred as a result of such move or relocation;
- 6.1.5 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;
- 6.1.6 not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment or any part of it;
- 6.1.7 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;
- 6.1.8 not claim to be owner of the BT Equipment and ensure that the owner of the Site(s) will not claim ownership of the BT Equipment, even where the BT Equipment is fixed to the Site(s);
- 6.1.9 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment;
- 6.1.10 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or miss-use 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;
- 6.1.11 where there is a threatened seizure of the BT Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment; and



6.1.12 notify any interested third parties that BT owns the BT Equipment.

6.2 BT Equipment

BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.

6.3 WEEE Directive

6.3.1 You will comply with Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("WEEE Directive") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("WEEE").

6.3.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 6.3 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.

6.3.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.

6.3.4 You will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party which would not have been caused or made had you fulfilled your express or implied obligations under this Paragraph 6.3 or in connection with the WEEE Directive.

6.3.5 BT will notify you of any such claims or proceedings and keep you informed as to the progress of such claims or proceedings.

7 Specific Terms

7.1 Minimum Period of Service

The Minimum Period of Service will be as set out in the Order and on expiry of the Minimum Period of Service the Contract will continue in force until terminated by either of us in accordance with the Contract.

7.2 Termination for Convenience

Either of us may, at any time after the Service Start Date and without cause, terminate the Service by giving 30 days' Notice to the other.

7.3 Access to the Internet

The Service enables access to the Internet from your Sites in the UK. The Internet is separate from the Service and use of the Internet is solely at your risk and subject to Applicable Law. BT has no responsibility for any information, software, services or other materials obtained by you using the Internet.

7.4 IP Addresses and Domain Names

7.4.1 Except for IP Addresses expressly registered in your name, all:

- (a) IP Addresses and Domain Names made available with the Service will at all times remain BT's property or the property of BT's suppliers and are non-transferable; and
- (b) your rights to use IP Addresses or Domain Names will cease on termination or expiration of the Service.

7.4.2 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.

7.4.3 You warrant that you are the owner of, or are authorised by the owner of, the trade mark or name that you wish to use as a Domain Name.

7.4.4 You will pay all fees associated with registration and maintenance of your 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.

7.4.5 BT may, in BT's sole discretion, require you 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.

7.4.6 You will not own any telephone number related to a Service and, apart from your right to number portability where you change communications provider, all your rights to use telephone numbers will cease on termination or expiration of the applicable Service.

7.5 Provider Independent Resources

7.5.1 If you require Provider Independent Resources (PIR) with the Service:

- (a) you will respond to any information requests from BT in order for BT to keep registration records up-to-date;



- (b) you will ensure that up-to-date registration data is provided to BT and you agree that some or all of this registration data is published in the applicable Regional Internet Registry's database;
- (c) you will not assign any of the PIR to a third party;
- (d) you will pay any registration fees to BT that apply for the PIR;
- (e) if you cannot be contacted or you do not pay any applicable registration fees to BT, the PIR will return by default to the applicable Regional Internet Registry;
- (f) your use of PIR is subject to the applicable Regional Internet Registry's policies; and
- (g) if you do 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 Contract for material breach.

7.6 PCI DSS Compliance Obligations

- 7.6.1 The Service is not compliant with PCI DSS and you will not use any the Service for the processing, storage or transmission of any Cardholder Data or any data that is subject to PCI DSS.
- 7.6.2 You will indemnify BT for any Claims, losses, costs or liabilities that BT incurs as a result of you storing, processing or transmitting data that is subject to PCI DSS whilst using this Service.

7.7 Security

- 7.7.1 BT does not guarantee the security of the Service against unauthorised or unlawful access or use.

7.8 Invoicing

- 7.8.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:
 - (a) One-off charges (e.g., Service Introduction Charges), where applicable on the Service Start Date;
 - (b) Regular Charges (e.g., Usage Charges) as set out in the Order;
 - (c) Where Excess Construction Charges have been set out in an Order then up to the limit agreed in the Order.
- 7.8.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
 - (a) any Cancellation Charges or Termination Charges incurred in accordance with Paragraph 7.9 upon cancellation or termination of the relevant Order or Service;
 - (b) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
 - (c) Charges for commissioning the Service in accordance with Paragraph 8.2 outside of Business Hours;
 - (d) Charges for restoring the Service if the Service has been suspended in accordance with terms of this Contract;
 - (e) Charges for expediting provision of the Service at your request, after BT has informed you of the associated Customer Committed Date;
 - (f) Site survey charges, including Excess Construction Charges, in excess of the limit agreed in the Order or where Site survey charges have not been set out in the Order, then subject to agreement of the new quote as set out in Paragraph 8.1.3(b);
 - (g) any fees payable by you for deviations from the standard provision of the Service, as set out in the Contract ("**Additional Charges**"); and
 - (h) any other Charges as set out in any applicable Order or BT Price List or as otherwise agreed between both of us.
- 7.8.3 If you cause an unreasonable delay during delivery or installation of any equipment required for the delivery of the Service, BT will charge you the Charges for the Service as if BT fully installed the Service from the scheduled Service Start Date. An unreasonable delay includes a situation where you fail 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.
- 7.8.4 You acknowledge that you may be subject to BT's credit vetting procedures and that BT may, at any time, require you to pay a deposit or provide a guarantee as security for payment of future bills.
- 7.8.5 Where you have agreed to Excess Construction Charges and you have submitted a cancellation request, you 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 you of such costs.
- 7.8.6 You acknowledge that BT may invoice you for the Service from the applicable Service Start Date, regardless of whether or not any other services that are dependent on BTnet are available.

7.9 Cancellation and Termination Charges

7.9.1 Cancellation Charges

- If you cancel an Order, or part of it, any time before the Service Start Date you will pay BT:
- (a) the Cancellation Charges as set out below:

- (i) the Cancellation Charges apply for any Order you cancel after BT has confirmed the Customer Committed Date to you. 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 you cancel prior to the completion of the delivery of the bearer (access circuit). If you cancel after completion of the bearer, Cancellation Charges apply as set out in Paragraph (iv) even though BT has not provided the Service.
- (iii) The Cancellation Charges for any Order you cancel 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 you cancel after the completion of the delivery of the bearer but before the Service Start 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 your bearer (access circuit) you have 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 you will pay:

1. an amount equal to 100 per cent of the Regular Charges for the first 12 months of the Service; and
2. 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 Managed Equipment charges) for costs incurred in preparation of installation.

7.9.2 Termination Charges

- (a) If you terminate the Contract or any Service, for convenience, during the first 12 months of the Minimum Period of Service, you will pay BT:
 - (i) all outstanding Charges for the Service rendered; and
 - (ii) the Service Introduction Charges, where you have 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 your bearer (access circuit) you have ordered. For services using dual access bearers for resilient delivery, Service Introduction Charges apply per bearer including for the Secondary Access Line; and



- (iii) 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 Minimum Period of Service; and
 - (iv) 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 Period of Service.
- (b) If you terminate the Contract or any Service, for convenience, after the first 12 months of the Minimum Period of Service, you will pay BT:
 - (i) all outstanding Charges for the Service rendered; and
 - (ii) 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 Period of Service.
- (c) Where you have decreased your bandwidth via a Bandwidth Flex within the six months prior to the date of your Notice to terminate, the Regular Charges due under Paragraphs 7.9.2(a)(iii), 7.9.2(a)(iv) and 7.9.2(b)(ii) will be calculated in accordance with the Regular Charges due prior to the Bandwidth Flex.
- (d) If BT terminates the Contract for material breach you will pay BT the Termination Charges due, if any, as set out in Paragraphs 7.9.2(a) and 7.9.2(b).

7.10 Charges and Deposits

- 7.10.1 The Charges for the Service will begin on the relevant Service Start Date and unless set out otherwise in an Order, are fixed for the Minimum Period of Service.

7.11 Termination of Contract

- 7.11.1 If BT is entitled to terminate this Contract for material breach, non-payment or insolvency, BT may, on giving prior Notice, where practicable, suspend the Service without prejudice to BT's termination rights and where BT subsequently exercises such right to terminate, the Termination Charges, if any, set out in the Schedule will accrue from the date of suspension.

7.12 Service Amendment

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

- 7.12.1 Throughout the Minimum Period of Service, you 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 you may make any further requests.
- 7.12.2 Where a Bandwidth Flex is beyond the capacity of your current Managed Equipment it will require a change to the Managed Equipment at the same time. In these scenarios a new Minimum Period of Service will apply.
- 7.12.3 Throughout the Minimum Period of Service, you may request a Site move, either internally within your 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.
- 7.12.4 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 you. Pricing is available on your request.
- 7.12.5 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.
- 7.12.6 External moves are subject to a new Minimum Period of Service at the new Site.
- 7.12.7 Where you request a material change or an external move, there will be no early Termination Charges provided that:
 - (a) the first 12 months of the Minimum Period of Service on the existing Service has lapsed; and
 - (b) the annual rental Charge for the new Service is equal to or more than the annual rental Charge for the existing Service; and
 - (c) the new Minimum Period of Service is equal to or more than the remaining period of the existing Minimum Period of Service.
- 7.12.8 If an external move or a material change does not meet the criteria in Paragraph 7.12.7(b) then you will be responsible for early Termination Charges as set out Paragraph 7.9.2. If an external move or a material change is requested within the Minimum Period of Service, you will also be responsible for a Charge equal to the standard Service Introduction Charge of the original access bearer(s) as set out in Paragraph 7.9.2.



Part B – Service Delivery and Management

8 BT's Obligations

8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service, BT

- 8.1.1 provide support for the Service in accordance with the Support Service Schedule, including any options, that you have selected on the Order.
- 8.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract;
- 8.1.3 will, where applicable, arrange for any survey(s) to be conducted to confirm the availability of a suitable Access Line to the Site(s). If the survey(s) identify that additional engineering work is required in order to provide a suitable Access Line to the Site(s) and:
 - (a) the Excess Construction Charges are within the limit you have agreed to in the Order BT will proceed with delivering the Service for the affected Site(s) following the completion of any additional engineering works; or
 - (b) the Excess Construction Charges are in excess of the limit you have agreed to in the Order or there are no Excess Construction Charges set out in the Order BT may provide a new quote to you, detailing the additional Excess Construction Charges you will need to pay for the engineering work to be completed. If you:
 - (i) accept 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) do not accept the new quote, BT will cancel your existing Order for the provision of the Service to the affected Site(s) and BT will have no obligation to provide the Service to you;
- 8.1.4 will provide you with a date on which delivery of the Service (or each part of the Service, including to each Site) is due to start ("**Customer Committed Date**") and will use commercially reasonable endeavours to meet any Customer Committed Date. Where BT cannot provide you with a Customer Committed Date, BT will provide you with an estimated date;
- 8.1.5 may revise a Customer Committed Date to accommodate a request that you may make to change a Service or any part of a Service;
- 8.1.6 may expedite delivery of a Service for operational reasons or in response to a request from you, but this will not revise the associated Customer Committed Date;
- 8.1.7 will not be liable for failure to or delay in supplying the Service:
 - (a) if another supplier delays or refuses the supply of a telecommunications service to BT and no alternative service is available at reasonable cost; or
 - (b) BT is prevented by restrictions of a legal or regulatory nature from supplying the Service.

8.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.2.1 configure the Service;
- 8.2.2 conduct a series of standard tests on the Service to ensure that it is configured correctly;
- 8.2.3 for a Service with Managed 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 Managed Equipment. Wireless Access connectivity will not be tested;
- 8.2.4 for a Wires Only Service, confirm delivery of the Access Line and conduct a set of standard tests to ping the Port; and
- 8.2.5 on the date that BT has completed the activities in this Paragraph 8.2, confirm to you the Service Start Date or, if applicable, that the Service is available for performance of any Acceptance Tests in accordance with the Support Services Schedule.

8.3 During Operation

On and from the Service Start Date, BT:

- 8.3.1 will respond to an Incident reported to BT in accordance with the provisions set out in the Support Services Schedule, by carrying out one or more of the following actions:
 - (a) providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by you;
 - (b) where possible, carrying out diagnostic checks from BT's premises;



- (c) visiting the relevant Site if BT's action under Paragraphs 8.3.1 (a) and 8.3.1 (b) does not result in the fault being diagnosed or cleared and where BT considers such a visit is necessary; and
 - (d) working with the relevant supplier to restore the Service as soon as practicable during Local Contracted Business Hours;
 - 8.3.2 will provide you with performance reports;
 - 8.3.3 may carry out Maintenance from time to time including but not limited to equipment firmware updates and will use reasonable endeavours to inform you:
 - (a) at least five Business Days before any Planned Maintenance on the BT Network, the Service and/or on the BT Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency; or
 - (b) without undue delay for scheduled Maintenance of the Access Line by the relevant supplier;
 - 8.3.4 may, in the event of a security breach affecting the Service, require you to change any or all of your passwords;
 - 8.3.5 may, for operational reasons, change the technical specification of the Service and/or the codes or numbers used by BT for the provision of the Service, provided that any change to the technical specification does not materially affect the performance of the Service and provided that BT gives you as much notice as possible;
 - 8.3.6 may provide DNS to you as set out in the Order but BT will not be responsible for providing DNS to your own customers; and
 - 8.3.7 will only be responsible for Incidents on the BT Network or as otherwise set out in this Schedule.
- 8.4 **The End of the Service**
- 8.4.1 On notification of termination of the Service by either one of us, or notification of expiry of the Service, BT will:
 - (a) once you have provided BT with a Customer Required by Date in accordance with Paragraph 9.4.1 below, provide you with a date on which termination of the Service (or each part of the Service, including to each Site) is due to take place ("**BT Adjusted Customer Required by Date**") and will use BT's commercially reasonable endeavours to meet any BT Adjusted Customer Required by Date; and
 - (b) inform you if it is necessary for you to provide any input(s) on top of your contracted obligations to be able to terminate the Service(s); and
 - 8.4.2 On termination of the Service by either of us, or on expiry of the Service, BT will:
 - (a) provide configuration information relating to the Service provided at the Site(s) in a format that BT reasonably specifies; and
 - (b) have the right to disconnect and remove any BT Equipment located at the Site(s).

9 Your Obligations

9.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service, you will:

- 9.1.1 provide BT with the names and contact details of any individuals suitably qualified and authorised to act on your behalf in relation to the provision and management of the Service ("**Customer Contact**"), but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 9.1.2 provide BT with any information BT reasonably requires, including all information in relation to health and safety, security and the environment that apply at the relevant Site(s), and you will make sure the information provided is accurate and complete without undue delay. If you provide incomplete or incorrect information or if the information provided by you changes, BT may review the Charges for any applicable Services;
- 9.1.3 comply with any instructions BT gives you that BT believes are necessary for reasons of health, safety or the quality of any Service provided by BT to you or any other customer provided that BT gives you as much notice as possible;
- 9.1.4 establish and maintain your own internal support processes and helpdesk for Users and be responsible for communication with Users;
- 9.1.5 where applicable to the provision of a Service, provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver, install and manage the BT Equipment and applicable Services as appropriate, including providing BT with details of all information and access requirements needed to access your Site within a reasonable time prior to BT attending your Site and



- ensuring that an appropriate Customer Contact is available to escort the BT representatives at the Site as required, and be liable for Charges if you do not comply with this Paragraph;
- 9.1.6 complete any preparation activities that BT may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;
- 9.1.7 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 your authority;
- 9.1.8 where applicable to the provision of a Service, 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;
- 9.1.9 after installation is completed, restore the condition of the applicable Site, including any re-decorating that may be required;
- 9.1.10 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 you that there will be no further contravention; or
 - (b) terminate any applicable Services upon Notice for material breach.
- 9.1.11 ensure that any Customer Equipment that is connected to a Service or that you use, directly or indirectly, in relation to a Service is:
- (a) adequately protected against viruses and other breaches of security;
 - (b) 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;
 - (c) connected, 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
 - (d) in conformance with the interface specifications and routing protocols as may be specified by BT;
- 9.1.12 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;
- 9.1.13 if you access 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 your LAN;
- 9.1.14 connect equipment to the Service at the defined Service Management Boundary, as detailed in Paragraph 4 of this Schedule, only by using the agreed Equipment at the Site(s) or the LAN Port of the agreed Equipment;



- 9.1.15 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;
- 9.1.16 if you enable Wireless Access (Wi-Fi and Guest Wi-Fi) on the Managed Equipment where supported and available, be responsible for the use of that network, including:
 - (a) selecting, managing and allocating passwords, including defining your passwords and ensuring their security in terms of length, complexity and strength;
 - (b) if you choose to leave Wireless Access "open" without a password, accept the increased risk you expose yourself to; and
 - (c) if you provide access to your Service and network via either Wi-Fi or Guest Wi-Fi you 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. If you have ordered the additional BTnet Security Service, you will ensure that any security policy will be active across both Wi-Fi and Guest Wi-Fi networks;
- 9.1.17 conduct testing of the Wireless Access of Managed Equipment supporting Wireless Access;
- 9.1.18 you may, for the purposes of this Schedule only, enter into contracts with your customers to provide services utilising the Service. BT's consent for you to resale this Service is subject to the resale terms set out in the Contract.
- 9.1.19 any such contracts you have with customers for the provision of services utilising the Service are entirely your responsibility. You will provide a support function for the provision of support to your own customers connected to your 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 your own customers.

9.2 Acceptance Tests

- 9.2.1 You will carry out the Acceptance Tests for the Service within five Business Days after receiving Notice from BT in accordance with Paragraph 8.2.5 ("**Acceptance Test Period**").
- 9.2.2 The Service is accepted by you if you confirm acceptance in writing to BT Commissioning Team during the Acceptance Test Period or is treated as being accepted by you if do not provide BT Commissioning Team with Notice to the contrary by the end of the Acceptance Test Period.
- 9.2.3 Subject to Paragraph 9.2.4, the Service Start Date will be the earlier of the following:
 - (a) the date that you confirm or the BT Commissioning Team deems acceptance of the Service in writing in accordance with Paragraph 9.2.2; or
 - (b) the date of the first day following the Acceptance Test Period.
- 9.2.4 If, during the Acceptance Test Period, you provide BT Notice that the Acceptance Tests have not been passed, BT will remedy the non-conformance without undue delay and provide you Notice that BT has remedied the non-conformance and inform you of the Service Start Date.

9.3 During Operation

On and from the Service Start Date, you will:

- 9.3.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 9.3.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications, ;
- 9.3.3 monitor and maintain any Customer Equipment connected to a Service or used in connection with a Service;
- 9.3.4 immediately disconnect any Customer Equipment, or advise BT to do so at your 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 you are contacted by BT about such material,and redress the issues with the Customer Equipment prior to reconnection to the Service;
- 9.3.5 where applicable, distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
- 9.3.6 where applicable, maintain a written list of current Users and provide a copy of such list to BT within five Business Days following BT's written request at any time;
- 9.3.7 where applicable, ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and;



- (a) immediately terminate access for any person who is no longer a User;
- (b) inform BT immediately 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;
- (c) take all reasonable steps to prevent unauthorised access to the Service;
- (d) satisfy BT's security checks if a password is lost or forgotten; and
- (e) change any or all passwords or other systems administration information used in connection with the Service if BT requests you to do so in order to ensure the security or integrity of the Service.

9.4 The End of the Service

- 9.4.1 On notification of termination of the Service by either of us, or notification of expiry of the Service, you will:
- (a) provide BT with a date on which you would like termination of the Service (or each part of the Service, including to each Site) to take place ("**Customer Required by Date**");
 - (b) record the date (for each part of the Service, including to each Site) that BT advises is the BT Adjusted Customer Required by Date; and
- 9.4.2 On termination of the Service by either one of us, or expiry, you will:
- (a) on BT's request, provide BT with information to enable BT to create a termination order for the Service, e.g. specific service identity, current Site contact details (name, phone & email);
 - (b) provide BT, BT's employees, agents, consultants and subcontractors, with access to your premises, offices and other facilities and utilities as is reasonably required by BT to terminate the Service;
 - (c) notify BT in writing at least 10 Business Days before the BT Adjusted Customer Required by Date if a postponement of date is required;
 - (d) provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);
 - (e) ensure that any Customer Equipment is disconnected from any BT Equipment located at the Site(s) prior to the BT Adjusted Customer Required by Date;
 - (f) not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
 - (g) arrange for any BT Equipment located at the Site(s) to be returned to BT; and
 - (h) be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

Part C – Service Levels

10 On Time Delivery

10.1 On Time Delivery Service Level

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

10.2 On Time Delivery Service Credits

- 10.2.1 If BT does not meet the On Time Delivery Service Level, you may claim Service Credits ("**On Time Delivery Service Credits**") as set out in this Paragraph 10.2.
- 10.2.2 The On Time Delivery Service Credits will be a reduction by BT to your standard Service Introduction Charges as set out in the tables below. This reduction also applies where you have 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

- 10.2.3 If both of us have agreed a revised Customer Committed Date in writing, or if BT exercises BT's 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.

10.3 Exception

The On-Time Delivery Service Level does not apply to upgrades or changes to the Services.



11 Service Availability

11.1 Availability Service Level

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

11.2 Availability Service Credits

- 11.2.1 If there is a Qualifying Incident, you may claim Service Credits ("**Availability Service Credits**") as set out in this Paragraph 11.2.
- 11.2.2 The Availability Service Credits will be a reduction to your Regular Charges for the Service as follows, provided you report the Qualifying Incident and claim for a reduction to the Regular Charges in accordance with Paragraphs 11.2.6 and 13 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.
- 11.2.3 Where you have opted for a resilience option in Paragraph 3.2 and experience a Qualifying Incident, BT, in accordance with this Paragraph 11.2, will apply a reduction to the Regular Charges at the impacted Site.
- 11.2.4 If a Qualifying Incident occurs, BT will measure and record the Availability Downtime for the Site or Circuit starting from when you report a Qualifying Incident, and ending when BT closes the Ticket for that Incident in accordance with the Support Services Schedule.
- 11.2.5 BT will measure the Availability Downtime in units of full minutes during the Coverage Period.
- 11.2.6 You will report a Qualifying Incident within two days of experiencing the Qualifying Incident to the Service Desk.

12 Network Latency

12.1 Network Latency Service Level

- 12.1.1 BT agrees to provide the Service with a Latency commitment subject to the terms of this Contract (the "**Network Latency Service Level**").
- 12.1.2 Latency is determined by BT and calculated upon the average round-trip transmission measurements taken in 10-minute intervals during a calendar month.
- 12.1.3 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

12.2 Network Latency Service Credits

Subject to Paragraph 13.2, 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**").

13 Requests for Service Credits

- 13.1 You will claim On Time Delivery Service Credits within 28 days of the Customer Committed Date quoting your relevant reference number by e-mail to btnet.slg@bt.com and any failure by you to submit a request in accordance with this Paragraph 13.1 will constitute a waiver of any claim for On Time Delivery Service Credit(s) in that calendar month.
- 13.2 You will request applicable Availability Service Credits and Network Latency Service Credits within 28 days of BT verifying a Qualifying Incident by providing details of the reason for the claim, the relevant Trouble Ticket number and your relevant reference number by e-mail to btnet.slg@bt.com. Any failure by you to submit a request in



accordance with this Paragraph 13.2 will constitute a waiver of any claim for Availability Service Credits and Network Latency Service Credits in that calendar month.

- 13.3 Upon receipt of a valid request for Service Credit(s) in accordance with Paragraphs 13.1 and 13.2:
 - 13.3.1 BT will issue you with the applicable Service Credit(s) by deducting those Service Credit(s) from your invoice within two billing cycles of the request being received; and
 - 13.3.2 following expiry or termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Service Credits within a reasonable period of time.
- 13.4 You 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.
- 13.5 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 13.6 The Service Levels under this Schedule will not apply:
 - 13.6.1 for a Force Majeure Event or where the Contract allows BT to be excused from its obligations;
 - 13.6.2 during any trial period of the Service;
 - 13.6.3 if you cause a delay or do not provide any requested information in accordance with any reasonable timescales BT tells you about;
 - 13.6.4 to any Incident not reported in accordance with Paragraph 9.3 above;
 - 13.6.5 where you make 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;
 - 13.6.6 where the failure of the Service is a result of any suspension of the Service under the provisions of this Contract;
 - 13.6.7 where the Incident is due to a fault on your network or your own equipment configuration, or on your side of the Managed Equipment;
 - 13.6.8 where a fault on the BT Network is due to action taken by you;
 - 13.6.9 where faults and delays in the delivery of the Service reported by you are not observed or confirmed by BT;
 - 13.6.10 where disruptions occur within a pre-notified engineering works window;
 - 13.6.11 where the failure of the Service is due to a Denial of Service attack; and
 - 13.6.12 where Service is affected by BT's intervention to protect against a Denial of Service attack.
- 13.7 Any failure by BT to meet the Service Levels is not in itself a material breach of the Contract.



Part D – Defined Terms

14 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule).

"Acceptance Test Period" has the meaning given in Paragraph 9.2.1.

"Acceptance Tests" means those objective tests conducted by you that when passed confirm that you accept 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.

"Additional Charges" has the meaning given in Paragraph 7.8.2(g).

"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.

"Availability Service Credit" means the Service Credit available for a failure to meet the Availability Service Level, as set out in Paragraph 11.2.

"Availability Service Level" has the meaning given in Paragraph 11.1.

"Bandwidth Flex" means an increase or decrease of the available Port speed (bandwidth) supplied.

"BT Adjusted Customer Required by Date" has the meaning given in Paragraph 8.4.1(a).

"BT Commissioning Team" means the team that has been designated to bring the Service to you. Further details of BT's team are set out in your Order.

"BT Group Company" means a BT subsidiary or holding company, or a subsidiary of that holding company, all as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989.

"BTnet Security Annex" is the Annex setting out the BTnet Security Service.

"BTnet Security Service" means the security Service Option that BT can provide if set out in the Order and as described in the BTnet Security Annex.

"Business Hours" means between the hours of 0800 and 1700 in a Business Day.

"Business Premium Care Level" has the meaning given to it in the Support Services Schedule.

"Cardholder Data" means the unique payment card number (typically for credit or debit cards) that identifies the issuer and the particular cardholder account.

"Circuit" means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided as part of the Service.

"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.

"Coverage Period" means the period of time during which BT is available to respond to or resolve Incidents as set out in this Schedule.

"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 (or each part of the Service, including to each Site) is due to start.

"Customer Required by Date" has the meaning given in Paragraph 9.4.1(a).

"Customer Equipment" means any equipment including and any software, other than BT Equipment, used by you in connection with a 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.

"Denial of Service" or **"DoS"** means an attempt to make a machine or network resource unavailable to its intended User, including a Distributed Denial of Service.

"Distributed Denial of Service" or **"DDoS"** means a large scale attempt using multiple compromised systems to target a single system to make a machine or network resource unavailable to its intended User.

"Domain Name" means a name registered with an Internet Registration Authority for use as part of the Customer's URL.

"Domain Name System" or **"DNS"** means a directory system which translates numeric IP addresses into Domain Names to identify users on the Internet.

"Ethernet" means a family of computer networking technologies for LANs.

"Ethernet Fibre" means an access technology using a fibre based Ethernet service capable of delivering download speeds of 10 Mbps to 1Gbps.

"Excess Construction Charges" or **"ECC"** means any Charges in addition to the Service Introduction Charges required for the installation of the Service, or an aspect of the 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 where BT would otherwise not choose to extend or provide the BT Network on the basis of normal commercial criteria.

"General Terms" means the general terms to which this Schedule is attached or can be found at www.bt.com/terms, and that form part of the Contract.

"Generic Ethernet Access over Fibre to the Premise" or **"GEA over FTTP"** means an access technology using a pure fibre infrastructure throughout the BT Network and from the exchange direct to the premises.

"Guest Wi-Fi" means a wireless data connection that enables Users to access the Internet at your Site without using your private network.

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

"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.

"IPv4" means the fourth version of the Internet Protocol.

"IPv6" means the sixth version of the Internet Protocol.

"Latency" means the round-trip transmission time between defined points in the BT Network.

"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).

"Local Contracted Business Hours" means the times during which maintenance of any Access Line is provided, which are Business Hours unless set out otherwise in any applicable Order.

"Local Loop Unbundling" means the regulatory process of allowing multiple telecommunications operators to use connections from the telephone exchange to the customer's premises.

"Managed Equipment" means BT Equipment owned and provided by BT for use with the Service that is managed by BT.

"Minimum Period of Service" means the minimum number of consecutive months that a Service is provided for, as set out in the applicable Order, beginning on a Service Start Date.

"Network Latency Service Level" has the meaning given in Paragraph 12.1.1.

"Network Latency Service Credits" has the meaning given in Paragraph 12.2.

"Network Terminating Unit" or **"NTU"** means the socket where your wiring, equipment or existing qualifying data service is connected to the Access Line.

"On Time Delivery Service Credits" means the Service Credit available for a failure to meet the On Time Delivery Service Level, which are equal to 4 per cent of the Regular Charges for the applicable Site or Circuit, per day.

"On Time Delivery Service Level" has the meaning given in Paragraph 10.1.1.

"Openreach" means a BT Group Company that manages BT's local access network that connects customers to their local telephone exchange.

"PCI DSS" means the Payment Card Industry Data Security Standards, a set of policies and procedures, issued by the PCI Security Standards Council LLC (as may be adopted by local regulators) and intended to optimise the security of credit and debit card transactions and protect cardholders against misuse of their personal information.

"Planned Maintenance" means any Maintenance BT has planned to do in advance.

"Point of Presence" or **"PoP"** means the equipment within the BT Network connected by a dedicated Circuit from the Site.

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

"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.

"Primary Access Line" means the principal active, traffic carrying Access Line.

"Public Holiday" means a day treated as a holiday that is observed over the whole of the UK.

"Qualifying Incident" means an Incident, except where any of the following events have occurred:

- (a) the Service has been modified or altered in any way by you, or by BT in accordance with your instructions;
- (b) Planned Maintenance;
- (c) you have performed any network configurations that BT did not approve;



- (d) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests; or
- (e) you requested BT to test the Service at a time when no Incident has been detected or reported.

"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 any applicable Order.

"Regional Internet Registry" means an organization 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.

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

"Secondary Access Line" means an additional access Circuit that is used for resilience in either failover, load balancing or back-up services as set out in Paragraph 3.2.

"Service" has the meaning given in Paragraph 1.

"Service Desk" means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the Service as more fully described in the Support Services Schedule.

"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.

"Service Management Boundary" has the meaning given in Paragraph 4.1.

"Service Options" has the meaning given in Paragraph 3.

"SIP" means Session Initiation Protocol which is a technical standard specified in RFC 3261 and clarified in BT's PBX SIP Trunking – CPE Interface Specification, available on request, used to initiate and terminate voice calls.

"Site" means a location at which the Service is provided.

"Standard Service Components" has the meaning given in Paragraph 2.

"Support Services Schedule" means the schedule that governs the provision of your support services provided by BT (e.g. Service Desk, change enablement, deployment).

"Ticket" means the unique reference number provided by BT for an Incident and that may also be known as a "fault reference number".

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.

"Uniform Resource Locator" or "URL" means a character string that points to a resource on an intranet or the Internet.

"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.

"Usage Charge" means the Charges for a Service or applicable part of a Services that are calculated by multiplying the volume of units that you used or incurred in a period with the relevant fee as set out in any applicable Order.

"WEEE" has the meaning given in Paragraph 6.3.1.

"WEEE Directive" has the meaning given in Paragraph 6.3.1.

"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 that is provided without Managed Equipment and terminates on the Router that you provide for use with the applicable Service.