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### Conditions

#### 1A Definitions and Interpretation

In this Contract, the following definitions apply:

**“Access Line”** means a circuit connecting a Site to the Network.

**“Affiliate”** means any legal entity controlling, controlled by, or under common control with a Party.

**“Applicable Law”** means the laws of England and Wales and any laws and regulations, as may be amended from time to time, that apply to the provision or receipt of a Service, including:

- (a) anti-corruption laws set out in the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 of the United States of America; and
- (b) all applicable export laws and regulations, including those of the United States of America.

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

**“BT”** means British Telecommunications plc with its registered address at BT Centre 81 Newgate Street, London, EC1A 7AJ and registered company number 1800000.

**“BTA”** means BT Americas Inc. of 350 Madison Avenue, New York, NY 10017USA.

**“BT Associate”** means a BT Group Company or any other company licensed by the applicable regulatory body to provide the Service within a Tariff Country.

**“BT Equipment”** means equipment (including any software) owned or licensed by BT and placed on the Customer's premises by BT for the provision of a Service.

**“BT Group”** means BT Group plc and its Affiliates.

**“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.

**“BT's Licensed Area”** means the United Kingdom other than the Hull Area.

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

**“BT Parties”** means employees, agents and subcontractors of BT or its Affiliates.

**“BT Price List”** means the document containing a list of BT's charges and terms which can be seen at: <http://www.bt.com/pricing> (or any other on-line address that BT may advise the Customer).

**“BT Privacy Policy”** means the policy that BT has implemented and may update from time to time on how it Processes Personal Data and that is set out at: <http://www.btplc.com/privacycentre/index.htm>.

**“Business Day”** means any day which is customarily regarded in the country or locality in which the Products or Services are being provided as a day when business is undertaken, excluding national, public, or bank holidays. If an obligation is to be performed on a day that is not a Business Day, the obligation must be performed by the following Business Day.

**“Business Hours”** means the local working hours in the locality or country where the action is to be taken during a Business Day or as specified elsewhere in this Contract.

**“Capping Level”** means the maximum Service Credit that can apply in any Month and is 100% of the monthly Site Charges for the Service for any affected Site.

**“Charges”** mean the fees payable for Products or Services as set out in the Order or the applicable Schedule.

**“Company”** means a finance house or other third party to which the Customer applies for financial facilities under a Customer Finance Agreement.

**“Conditions”** means these clauses 1 to 20.

**“Confidential Information”** means all operating manuals, documentation, technical information, software (including embedded software), know how, business information or other materials (whether written, oral or in electronic form) concerning the Product, Service or business of a Party that are either of a confidential nature or are disclosed in confidence by that Party to the other during the term of this Contract.

**“Content”** means data, information (including information made available by means of an HTML “hyperlink”, third party posting or similar means), video, graphics, sound, music, photographs, software or any other materials (in whatever form) made available, displayed or transmitted in connection with a Service including all IPR contained in it, as well as the contents of any bulletin boards or chat forums, and all upgrades, updates, modifications and other versions.

**“Contract”** means this Contract which consists of these Conditions, any Schedules, the BT Price List, any Customer Requirements Forms and any Orders for the Products and Services.

**“Contracted Maintenance Hours”** means the times when BT shall provide maintenance for BT Equipment. These shall be Business Hours unless stated otherwise.

**“Customer”** means the party whose details are set out on the Order, with whom BT contracts to provide the Products and Services.

**“Customer Equipment”** means equipment (including software), other than BT Equipment, used by the Customer in connection with a Service.



**“Customer Finance Agreement”** means any agreement between the Customer and the Company for any financing facilities for the Products.

**“Customer Personal Data”** means only the proportion of Personal Data where the Customer is the Controller and that BT needs to Process on the Customer’s behalf as a Processor in providing the Services to the Customer under the Contract.

**“Customer Requirements Form” or “CRF”** means the Customer Requirements Form, which details the Customer’s requirements for the Service.

**“Data Protection Legislation”** means collectively (i) any applicable laws of the European Union, (ii) any applicable local laws relating to the Processing of Personal Data and the protection of an individual’s privacy, (iii) the GDPR, and (iv) any binding guidance or code of practice issued by a Supervisory Authority.

**“De-installation Charges”** has the meaning given to it by clause 6.4 (e)

**“Domain Name”** means a name registered with an Internet registration authority for use as part of the Customer’s URL.

**“Downtime”** means the period of time during which a Qualifying Incident(s) exists.

**“EFTA”** means European Free Trade Area.

**“Equipment Manufacturer”** means the manufacturer of the Product.

**“Ethernet Connect UK Service”** means the Ethernet Connect UK Service described in the applicable Schedule to the Contract.

**“Ethernet Connect UK Virtual Connection (“EVC”)** means an EVC which is configured to provide a virtual path over the BT Network between the Customer’s selected Sites.

**“EU”** means European Union.

**“EU-US Privacy Shield”** means a legal framework adopted by the European Commission in its adequacy decision of 12 July 2016 that ensures an adequate level of protection for Personal Data transferred from the European Union to organisations in the United States that have self-certified to the EU-US Privacy Shield.

**“Gateway”** means an interface that allows the transfer and/or conversion of data between services.

**“GDPR”** means the General Data Protection Regulation (EU) 2016/679 and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR)

**“Group Company”** means a subsidiary or holding company including a holding company, or a subsidiary of any such holding company, all as defined by Part 38 of the Companies Act 2006.

**“Internet”** means the global data network comprising interconnected networks using the TCP/IP protocol suite.

**“IP Clear Service”** means the IP Clear Service (marketed as IP Connect UK) as described in the BT Price List together with the applicable parts of the Schedule.

**“IPR”** means any patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, rights in confidential information and know-how, or any similar right in any part of the world and shall include any applications for the registration of any such rights capable of registration in any part of the world.

**“Jitter”** is an indicator of the variation in one way delay between different packets, which is measured as the average difference in one way delay between successive test packets.

**“LAN”** means local area network.

**“Local Contracted Business Hours”** means the times when maintenance of any Access Line is provided. These shall be Business Hours unless stated otherwise.

**“Minimum Period”** means a period of time beginning on the OSD during which a Service will be provided by BT as specified in a Schedule or Order.

**“Month”** means calendar month;

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

**“Operational Service Date” or “OSD”** means the date on which any Service or part of a Service is first made available to the Customer by BT or the date when the Customer first starts to use such Service (or part of such Service), whichever date is earlier.

**“Order”** means an order under this Contract for Products or Services signed by both Parties.

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

**“Party”** means either BT or the Customer and **“Parties”** means both BT and the Customer.

**“Planned Maintenance”** is any work that is planned in advance to be carried out by BT or on its behalf which causes the Service to be suspended.

**“Private Circuits”** means the Service described in the Section 6 of the Service Schedule.

**“Products”** means equipment and/or Software purchased by the Customer under this Contract as set out in an Order.

**“Qualifying Incident”** means an incident resulting in a total loss of Service (both primary and any resilience/back-up) to a Site EVC or Access Line, as appropriate, or in the case of any Voice Services with multiple Access Lines a loss of service on one or more Access Lines.

**“Regulated Service”** means, in locations outside of the UK, any Service that is subject to Tariff or other analogous regulation issued by a regulatory authority



within the territory in which the Service is provided having jurisdiction over telecommunications services or any statute applicable to the provision of such Services.

**“Round Trip Delay” (“RTD”)** is an indicator of Network delay performance that affects the delivery of IP packet from a network source to a network destination and return to source.

**“Router”** means equipment which determines the Network priority and, if applicable, the route to be used by the Service.

**“Schedule”** means the schedule under this Contract describing the Products and Services.

**“Service”** means each service provided by BT under this Contract as described in the Schedule and/or Order.

**“Service Level”** means an agreed level of service for Delivery, Availability and/or Network Performance as may be applicable to a Service and as set out in the applicable Schedule.

**“Service Management Boundary” (“SMB”)** means the demarcation point up to which BT will manage the Service.

**“Site”** means the location specified in an Order or Schedule at which BT provides a Product or Service.

**“SLA Year”** means the 8760 hours which starts on the Operational Service Date of each Site or Circuit, as appropriate, and ends 365 days later; thereafter the SLA Year will be the most recent twelve (12) Months in which the Service is provided.

**“Sub-Processor”** means a BT Affiliate or BT’s supplier or subcontractor that BT engages to Process Customer Personal Data for the purposes of the Contract.

**“Support Services”** means the Services detailed in the Section 1 of the Service Schedule (Network Management Services).

**“Tariff”** means the terms, conditions and prices filed with the applicable regulatory body in the Tariff Country in respect of the provision of the Service in such country.

**“Tariff Country”** means a country in which a provider of telecommunications service is obliged by the applicable legislation or regulation to file a Tariff or provide documentation containing the rates, terms and conditions for its service.

**“Third Party”** means any person other than the Customer (including but not limited to the Customer’s customers).

**“UN”** means the United Nations.

**“URL”** means a uniform resource locator, which is the full address for a web site.

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

**“Warranty”** means the applicable level of support provided following delivery of Product.

In this Contract, headings and bold type are for convenience only and do not affect the interpretation of this Contract, unless the context otherwise requires, words importing the singular include the plural and vice-versa, and the term “includes” is not a word of limitation.

### 1 Order of Precedence

In the event of a conflict among the documents constituting this Contract, the order of precedence shall be as follows, in decreasing order:

- (a) any provisions (including any tariffs) that apply to Regulated Services set out in a Schedule;
- (b) Conditions;
- (c) Customer Requirements Form;
- (d) Schedules;
- (f) the BT Price List;
- (g) Order.

### 2 Effective Date

This Contract is effective when executed by authorised representatives of both Parties and shall continue until terminated in accordance with its terms.

### 3 BT’s Obligations

- 3.1 In consideration of the payment of the Charges by the Customer, BT shall provide the Products and Services, as described in the Schedule(s), to the Customer in accordance with this Contract. Such provision will continue until such time as the Contract is terminated by either Party in accordance with clause 13.
- 3.2 BT shall provide each Service from the OSD for the duration as set out in the applicable Schedule or Order.
- 3.3 BT will provide a range of information about the Service provided and managed by BT, which, depending on the Service, may be a handbook or access to a website.
- 3.4 BT will provide the contact details (either e-mail, telephone or fax, as appropriate) of designated contact points, collectively **“Service Centre”**, which will be the Customer’s contact points for placing orders, reporting incidents (faults) and making inquiries relating to the Service. The Customer will be able to use the numbers to contact BT to report incidents 24 hours a day, 365 days a year and to order services or make enquiries during Business Hours, or as specified on the Order.
- 3.5 BT shall use reasonable endeavours to meet any performance dates or Service Levels but, unless otherwise expressly agreed within a Schedule, all timescales shall be estimates only.



- 3.6 BT shall comply with all reasonable health and safety rules and regulations and security requirements that apply at a Site that have been notified to BT in writing. BT shall not be liable if, as a result of any such compliance, it is in breach of any of its obligations under this Contract.
- 3.7 Provided that BT gives the Customer as much notice as reasonably practicable, BT may occasionally:
- in addition to maintenance performed during BT's regularly scheduled maintenance windows, carry out Planned Maintenance from time to time.
  - suspend a 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;
  - for operational reasons, change the technical specification of the Service, provided that any such change does not materially decrease or impair performance of the Service; or
  - provide an alternative, equivalent service, where it becomes necessary to do so.
- 3.8 BT shall implement reasonable precautions to prevent any unauthorized access by third parties to any part of the telecommunications network used to provide the Services to the Customer, but BT shall not be liable for any loss or damage sustained by the Customer in the event of any unauthorized access in spite of BT's reasonable precautions.
- #### 4 The Customer's Obligations
- 4.1 The Customer will provide BT with all reasonable assistance for BT to perform Service delivery and acknowledges that certain minimum technical requirements may be necessary. BT will inform the Customer in advance of these requirements.
- 4.2 The Customer shall ensure that all preparatory work, information, items or consents required in order to supply the Products and/or Services are completed, made available or obtained at the Customer's own cost in sufficient time to allow BT to complete its work and deliver the relevant Products and/or Services.
- 4.3 If BT must change a Product or Service due to incomplete or inaccurate information provided by the Customer, BT may, in its reasonable discretion, apply additional one-time and/or recurring Charges.
- 4.4 The Customer will comply with BT's reasonable requests that are necessary for reasons of health and safety, environment, sustainability, security or quality or performance of any Products and/or Services.
- 4.5 The Customer will give BT (and update BT as necessary) the name(s) and contact details of the individual(s) who are authorised to act on behalf of the Customer for service management matters ("**Customer Contact**"). The Customer Contact will:
- be available at all times and provide assistance and information during Service delivery;
  - be available after Service Delivery in accordance with the Service maintenance option as selected by the Customer;
  - take incident reports from Users, who may not contact BT directly;
  - report incidents to the Service Centre using the reporting procedures notified by BT and be available for all subsequent incident management communications; and
  - inform BT of changes to any information supplied when ordering the Service including changes to the Customer Contact details.
- 4.6 The Customer will, upon reasonable notice from BT, allow BT and BT Parties access to the Sites as may be reasonably necessary for the performance by BT of its obligations under this Contract, including the installation or maintenance of Customer Equipment, BT Equipment, Products or Services and the recovery or removal of any BT Equipment.
- 4.7 If BT is required to install any BT Equipment or Products at a Site, the Customer will, prior to installation and at its own expense:
- obtain all necessary consents, including consents for any necessary alterations to buildings and any consents required for the installation and use of any BT Equipment or the relevant Products over the Customer's network or at the Customer's Site;
  - permit access to BT and any BT Parties to the relevant Site as may be required by BT or BT Parties to install the BT Equipment or Products;
  - provide a suitable and safe working environment, including all necessary trunking, conduits and cable trays, in accordance with the relevant installation standards;
  - provide any electricity and telecommunication connection points required by BT;
  - provide any openings in buildings required to connect such BT

- Equipment or Products to appropriate telecommunications facilities;
- (f) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate;
- (g) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers in time to allow BT to undertake any necessary installation or maintenance Services and carry out afterwards any work that may be required to make good any cosmetic damage caused during the installation or maintenance Services; and
- (h) ensure that any floor loading limits will not be exceeded.
- The above actions must be completed in advance of any installation work by BT; otherwise the provisions in clause 4.3 shall apply.
- 4.9 If the Customer delays or fails to perform its obligations under this clause 4, then at BT's option, BT may: (i) change the delivery date or cancel the relevant Order(s) and charge the Customer for any applicable termination Charges; or (ii) invoice the Customer for any reasonable Charges incurred for any work that is performed by BT on behalf of the Customer and that is directly attributable to the Customer's failure to perform or delay where such work is necessary to provide the Products and/or the Services. Except in the case of an emergency, BT shall seek to notify the Customer in advance of its intention to invoke this clause.
- ### 5 Orders
- 5.1 All Orders are subject to survey. If additional work is required, including ducting, poles, excessive construction work, or BT has to expend additional time providing the service, additional charges may apply.
- These charges will be advised to the Customer following completion of the survey and BT will obtain the Customer's agreement to these additional charges before proceeding with the Order. If the Customer does not agree to these additional charges, BT will cancel the Order for the affected Access Line without any liability to either Party.
- 5.2 Unless otherwise stated in a Schedule or Order, the Customer may cancel the delivery of Products or provision of Services before the relevant OSD on payment of any cancellation charges set out or referred to in the applicable Schedule or Order or, if none are specified, as reasonably imposed by BT. The Customer cannot cancel the delivery of any Products that have been ordered or shipped from a third party manufacturer unless otherwise agreed with that third party manufacturer.
- 5.3 BT may accept instructions from a person who BT reasonably believes is acting with the Customer's authority.
- ### 6 Charges
- 6.1 The Customer shall pay all Charges for the Products and Services which (where applicable) will be calculated in accordance with the BT Price List, within thirty (30) days of the date of BT's invoice, without any set-off, counterclaim or deduction. Where applicable, BT may set-off any amounts it owes to the Customer against any amounts owed by the Customer to BT under this Contract. BT may, in its discretion, add interest charges, from the due date, to any past due amounts at a per annum rate of seven (7) percentage points above the base lending rate of the European Central Bank, compounded daily, or the maximum rate permitted by law, whichever is less.
- 6.2 Charging will begin on the Operational Service Date or otherwise as set out in the BT Price List. Charges for use of the Service will be calculated in accordance with the details recorded by, or on behalf of, BT.
- 6.3 For the purpose of calculating a Charge payable for any period:
- (a) each period will begin on the first day of the relevant Month; and
- (b) for any period where Service is provided for less than one Month, the Recurring Charges will be pro rata on a daily basis.
- 6.4 Unless otherwise agreed, or expressly stated in the Schedule, BT will invoice the Charges in pounds sterling at the times set out below:
- (a) any one-time Charges for the sale of Product will be invoiced after signature of the Order;
- (b) any one-time installation Charges will be invoiced on or after acceptance, in the case of Product, and the Operational Service Date(s) for Services;
- (c) any recurring Charges, except Usage Charges, will be invoiced monthly in advance;
- (d) any Usage Charges will be invoiced monthly in arrears, calculated at the then current rates; and
- (e) any one-time De-installation Charges, which will be equal to the then current rates for Installation Charges, will be invoiced within 2 Months of de-installation.
- 6.5 BT reserves the right to apply additional charges to the Customer where stated in the Contract, as well as for:-



- (a) investigating Customer reported incidents where BT finds no incident or that the incident is outside the Service Management Boundary;
- (b) Service Delivery outside Business Hours; or
- (c) restoring Service if the Service has been suspended other than due to reasons contemplated in clause 3.7 (b).
- 6.6 BT will invoice and the Customer will pay all Charges in Pounds Sterling, unless provided otherwise in a Schedule or Order. Charges are exclusive of all applicable taxes (including but not limited to value-added, sales, use and excise taxes), customs duties, and regulatory and other fees or surcharges (together "Taxes"), relating to the provision of Products and Services. Taxes will be added to BT's invoices as appropriate. The Customer will pay all such Taxes including those paid or payable by BT that under applicable law are permitted to be passed on by BT to the Customer, and are customarily passed on to customers by telecommunication service providers (but for the avoidance of doubt exclusive of taxes on the net income or net worth of BT), and any related interest and penalties for the Products or Services, except to the extent a valid exemption certificate is provided by the Customer to BT prior to the delivery of any Products or Services.
- 6.7 In the event that payment of any amount of the Charges becomes subject to withholding tax, deduction, levy or similar payment obligation on sums due to BT, the Customer will indemnify BT for such additional amounts as are necessary in order that the net amounts received by BT after all deductions and withholdings shall be not less than what would have been received in the absence of any such requirement to make such deduction or withholding. Should the Customer withhold any amounts without first grossing up its payments, or indicate that it will do so, BT may gross up its Charges to reflect such withholding amount, or otherwise include such amounts on BT's invoices (resulting in BT being subject to tax by reference to the grossed up amount, whilst only receiving the net amount). In all cases, the Customer will provide BT free of charge with appropriate certificates from the relevant authorities confirming the amount of the taxes, deduction, levies or similar payments withheld by the Customer.
- 6.8 The Customer will promptly, but in no event later than fourteen (14) days from the date of invoice, notify BT in writing of any disputed invoice, together with all information relevant to the dispute, including the account numbers, circuit identification, and trouble ticket numbers, and an explanation of the amount disputed and the reasons. The Customer must pay all undisputed amounts in accordance with clause 7.1 unless the disputed amount is less than 5% of the total invoice amount in which case the total invoice amount shall be due and payable by the due date. Disputes shall be resolved promptly and any resolved amount payable within fourteen (14) Business Days after resolution. Interest will accrue from the due date on subsequent payments of amounts withheld or credits on overpayments refunded.
- 6.9 Should the Customer initiate any change to the agreed billing arrangements (whether by assignment or otherwise) for the Products and/or Services, and such change results in additional Tax and/or withholding tax costs to BT and/or its Affiliates that BT and/or its Affiliates are unable to fully recover (including as a result of any impact with respect to how BT is able to bill for the Products and Services due to regulatory requirements), the Customer agrees to pay those additional costs and BT may modify the Charges accordingly.
- 6.10 Failure to pay an invoice (other than those amounts subject to a bona fide dispute in accordance with clause 7.8) by the Customer within 30 days of the due date of the invoice may, at BT's option, be treated as a material breach under clause 13.3 (a).
- Additionally, BT reserves the right to:
- (a) restrict, suspend or terminate provision of the relevant Service and BT shall be released from its obligations under this Contract with respect to such Service until any balance due is paid; and
- (b) recover any BT Equipment; where such recovery takes place, the Customer shall pay to BT such recovery Charges as may be specified in the applicable Schedule or as otherwise notified by BT to the Customer.
- Where BT suspends Service, the Customer will remain liable for payment of the Charges during such period of suspension.
- 6.11 The Customer will not withhold payment due under an invoice for failure by BT to include the Customer references on the invoice.
- 6.12 Where the Customer makes an aggregated payment in respect of more than one invoice, the Customer shall submit a remittance slip to show amounts paid in relation to each individual invoice.
- 6.13 The Customer acknowledges that the Customer may be subject to BT's credit vetting procedures and that BT may, at any time, require the Customer to pay a deposit or provide a guarantee as security for payment of future bills.

### 7 Use of the Service

7.1 The obligations of BT under this Contract are solely to the Customer and not to any Third Party. The Customer may use the Service for the Customer's own business purposes, provided that the Customer: (a) complies with, and ensures that any User complies with, the terms of any applicable legislation and any licence applicable to the Customer in any country where the Service is provided; (b) shall remain responsible for: (i) access and use of the Service by Users; (ii) all Charges incurred in connection with the Services; and (iii) compliance with this Contract by the Customer and Users; (c) ensures that the Customer's list of Users is kept current, and that the Customer terminates access immediately for anyone who is no longer a User; and (d) complies with the provisions of any Software licences provided with or as part of the Service.

7.2 Where the Customer, utilising the Service, enters into contracts with Third Parties, BT will have no responsibility to those Third Parties. In the event that the Customer utilises the Service to provide service to Third Parties, the Customer will:

- (a) include in its contracts conditions of use equivalent to those in clauses 8.1, 8.2, 8.3, 8.4, 9.1 and 9.2;
- (b) ensure that those Third Parties have only a single IP address within the Customer's network; and
- (c) provide a dedicated support function to which those Third Parties will report all faults, queries and complaints.

7.3 The Customer shall indemnify BT and BT Parties against any claims, losses, costs and liabilities arising from any claims by any third party, including Users, in connection with the use of the Product or Services in breach of clauses 7.1 and 7.2.

#### Acceptable Use Policy

7.4 The Customer is responsible for its Content and that of any of its Users (including any Content hosted by the Customer or any User on behalf of third parties). The Customer acknowledges that it has read and agrees to be bound by and to ensure that any Users will comply with this Acceptable Use Policy ("AUP") and the acceptable use policies of any connected networks and generally accepted Internet standards.

7.5 The Service must not be used:

- (a) fraudulently or in connection with a criminal offense under the laws of any country where the Service is provided;
- (b) to send, receive, upload, download, use or re-use any information or

material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;

- (c) in contravention of any instructions that BT has given under the Contract;
- (d) to cause annoyance, inconvenience or needless anxiety;
- (e) to send or provide or receive unsolicited advertising or promotional material.

7.6 If the Customer or anyone else, (with or without the Customer's knowledge or approval) uses the Service in contravention of the AUP; or uses the Service in any way which, is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from BT, then BT can treat the contravention as a material breach and as such BT may either suspend the Service under this clause or terminate the Service under clause 13. Where BT suspends Service, the Customer will remain liable for payment of the Charges during such period of suspension.

#### Internet

7.7 Where the Service enables access to the Internet, the Internet is independent of the Service and use of the Internet is solely at the Customer's risk and subject to all applicable laws. BT has no responsibility for any information, software, services or other materials obtained by the Customer using the Internet.

#### URL, IP Addresses, Domain Names etc.

7.8 The Customer must not use a URL which infringes the rights of any person in a corresponding trademark or name.

7.9 Except for IP addresses expressly registered in the Customer's name, all IP addresses, BT based domain names and telephone numbers made available with the Service shall at all times remain the property of BT or its suppliers and shall be non-transferable. All the Customer's rights to use such IP addresses, domain names or telephone numbers will cease on termination or expiration of the Service.

7.10 The Customer warrants that it is the owner of, or is authorized by the owner of the trade mark or name that it wishes to use as a Domain Name and that such Domain Name does not infringe the rights of any person in a corresponding trade mark or name.

7.11 The Customer is responsible for all fees associated with registration and maintenance of its Domain Name, and will reimburse BT for any and all fees paid by BT to any Internet



- registration authority, and thereafter be responsible for paying such fees directly to the relevant Internet authorities.
- 7.12 BT cannot ensure that any requested Domain Name will be available from or approved for use by the Internet authorities and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.
- ### 8 Security
- 8.1 The Customer will ensure that it has appropriate security policies, including data archiving, in place.
- 8.2 The Customer shall only access the Service as permitted by BT and shall not attempt at any time to circumvent system security.
- 8.3 The Customer is responsible for the distribution, ongoing management, maintenance, security and proper use of all valid access codes, usernames, user IDs and passwords used in connection with the Service and shall:-
- inform BT immediately if a user ID or password has, or is likely to, become known to an unauthorized person, or is being or may be used in an unauthorised way;
  - take all reasonable steps to prevent unauthorised access to the Service; and
  - satisfy BT's security checks if a password is lost or forgotten.
- 8.4 BT reserves the right to:-
- suspend user ID and password access to the Service if BT considers that there is, or is likely to be, a breach of security; and
  - require the Customer to change any or all of the Customer's access codes, user IDs or passwords.
- ### 9 Connection of Customer Equipment to the Products and/or Services
- 9.1 The Customer is responsible for the provision, installation, configuration, monitoring and maintenance of any Customer Equipment connected to the Service or used in connection with a Product. The Customer shall ensure that any Customer Equipment connected to or used with the Product and/or Service is connected and used in accordance with any instructions and safety and security procedures applicable to the use of that Customer Equipment.
- 9.2 The Customer shall ensure that any Customer Equipment attached (directly or indirectly) to the Product and/or Service by the Customer is technically compatible with the Service and approved for that purpose under any applicable law or regulation. BT does not make any commitment with respect to the interoperability between the Product and/or Service and Customer Equipment. In the case of Products sold for the purpose of the Customer's use with the Service, the Customer may rely upon BT's representations as to such compatibility and compliance, as of the date of provision.
- ### 10 BT Equipment and Products
- 10.1 BT has the exclusive right to manage the configuration of BT Equipment.
- 10.2 Whether or not it has been installed, risk of loss of the BT Equipment will pass to the Customer upon delivery.
- 10.3 The Customer will not move, add to, modify or in any way interfere with the BT Equipment, nor permit any other person (other than a person authorised by BT) to do so. The Customer will be liable to BT for any loss of or damage to the BT Equipment, except where the loss or damage is due to fair wear and tear or is caused by BT or any BT Party. If the Customer moves or changes the location of any BT Equipment without BT's prior written consent, BT may recover any failed visits as a consequence or additional cost or expense incurred by BT as a result of any lost or wasted time locating the BT Equipment.
- 10.4 Subject to paragraph 2.9 of Part A of Section 5 of the Service Schedule (Sale, Supply and/or Installation of Product) or the provisions of any applicable Customer Finance Agreement, risk of loss of the Products will pass to the Customer:-
- upon delivery, where BT is delivering or installing the Product to the Site, whether or not it has been installed; and
  - upon collection of the Product where BT is not delivering or installing the Product to the Site.
- 10.5 Title to the Product (excluding the licensed Software) shall pass:-
- Where No Customer Finance Agreement applies:** to the Customer upon payment in full of the applicable Charges; and
  - Where a Customer Finance Agreement applies:** unless the Customer Finance Agreement provides otherwise, to the Company upon payment in full of the applicable Charges.
- 10.6 Until title has transferred, the Product must appear in the Customer's books in the name of BT until BT receives payment in full.

If there is a threatened seizure of Product, or anything listed in clause 13.4 applies to the Customer, the Customer must immediately:

- (a) notify BT so that BT may take action to repossess the Product; and
- (b) notify interested third parties of BT's ownership of the Product.

### WEEE Regulations

10.7 The Customer is responsible under Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 ("the WEEE Regulations") 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"). The Customer and BT acknowledge that for the purposes of Regulation 9 this clause is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE. The Customer is responsible for any information recording or reporting obligations imposed by the WEEE Regulations. The Customer 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 the Customer fulfilled its express or implied obligations under this clause or in connection with the WEEE Regulations. BT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

10.8 The Parties agree that the UN Convention on the Sales of Goods shall not apply to this Contract.

### 11 Confidentiality

11.1 Each Party ("Recipient") shall keep in confidence all Confidential Information of the other Party ("Discloser") obtained under or in connection with this Contract and will not disclose it other than in confidence to (a) the Recipient's employees or employees of the Recipient's Affiliates or of a BT Associate; or (b) the Recipient's professional advisors; or (c) where the Recipient is BT, employees of BT's subcontractors, in each case only to those who have a need to know such Confidential Information and to the extent necessary for performance of this Contract or the use of the Services and/or Products.

11.2 This clause 11 shall not apply to information that is: (a) in the public domain other than in breach of this Contract; (b) in the possession of the Recipient before such divulgence has taken place; (c) obtained from a third party who is free to divulge the same; or (d) developed by the receiving party independently of and

without access to Confidential Information obtained under this Contract.

11.3 If either BT or the Customer receives a demand from a lawful authority, regulatory authority or court to disclose any Confidential Information provided to it by the other, it may comply with such demand if it has (a) satisfied itself that the demand is lawful; (b) where possible, given the other Party the maximum written notice permissible under the demand in which to make representations; and (c) marked the required information as the Confidential Information of the other Party.

11.4 The receiving Party must comply with this clause 11 for a period of three (3) years following the termination of this Contract.

11.5 The Parties acknowledge that a violation of this clause 11 may cause irreparable harm to the disclosing Party, for which monetary damages would be inadequate, and injunctive relief may be sought for a breach of this clause 11.

### 12 Intellectual Property Rights

12.1 All IPR of either Party either pre-existing or created by either Party during or arising from the performance of this Contract shall remain the absolute property of that Party or its licensors.

12.2 BT grants the Customer a non-transferable and non-exclusive licence to use in object code form, all Software and associated documentation that may be supplied by BT, subject to any applicable Product Manufacturer's Warranty, the Customer's compliance with the Contract, any third party terms and conditions that apply to the use of the Software (including any licence terms for open source software, which will apply independently of this licence, and the requirement for prompt notification in the event of any breach or potential breach of such terms), and associated documentation, solely as necessary for receipt or use of the Products or Services.

12.3 The Customer undertakes not to copy, decompile or modify or reverse engineer any Software or knowingly allow or permit anyone else to do so, except as expressly permitted by BT in writing or otherwise provided at law.

12.4 The term of any licence granted by BT under clause 12.2 is coterminous with the term for the Service with which the Software is associated or in relation to which any Product is supplied.

12.5 Excluding any open source Software that may be made available by BT to the Customer in connection with the delivery of the Services, BT will indemnify the Customer against all third party claims and proceedings arising from infringement of any third party's IPR by the

- Customer's receipt of any Services or Products only to the extent that the Customer promptly notifies BT in writing of any such claim, that BT is given immediate and complete control of any such claim, that the Customer does not make any public statements related to the claim or in any way prejudice BT's defence of such claim, and that the Customer gives BT all reasonable assistance with such claim. All costs incurred or recovered in such negotiations, litigation, and settlements shall be for BT's account.
- 12.6 The indemnity set out in clause 12.5 shall not apply to claims or proceedings arising from: (a) use of any BT Equipment, Products, Services or any Software in conjunction or combination with other equipment or software or any other service not supplied by BT; (b) any unauthorised alteration or modification of the Service, Product or any Software; (c) Content, designs or specifications supplied by or on behalf of The Customer; or (d) use of the Service, any Product or any Software other than in accordance with this Contract.
- 12.7 The Customer will indemnify and hold BT harmless against all such claims, losses, costs and liabilities arising from the matters set out in clause 12.6 (a), (b), (c) and (d) above that are attributable to the Customer or its agents or Users and will, immediately upon notification of any such claim by BT, cease any activity that gave rise to the claim.
- 12.8 If any Product or Service becomes, or BT believes it is likely to become, the subject of a claim of infringement of any IPR as referred to in clause 12.5, BT, at its option and expense, may: (a) secure for the Customer a right of continued use; or (b) modify or replace the Product or Service so that it is no longer infringing, provided that such modification or replacement shall not materially affect the performance of the Product or Service.
- 12.9 If BT does not effect a modification or replacement or secure a right of continued use for the Customer under clause 12.8, in each case within ninety (90) days of the date it received notice of the infringement, then either party shall be entitled to terminate the Contract or the Service by giving five (5) days written notice to the other, with no further liability under the Contract. On such termination, BT will refund, on a pro-rata basis from the date BT receives the notice of infringement, any payments made by the Customer.
- 12.10 The indemnity in clause 12.5 sets out the Customer's sole and exclusive remedy for claims of infringement of intellectual property rights.
- 12.10 If Third Party software is required in order to operate the Services, the Customer is responsible for ensuring that it has the appropriate number and type of software licences and that any applications (other than ones provided by BT as part of the Service) are compatible with the Service.
- ### 13 Termination of Service and the Contract
- 13.1 Subject to the provisions of clause 13.6 and with the exception of any Product which is subject to a Customer Finance Agreement, either Party may terminate any Service or Order at any time by giving prior written notice to the other of at least
- (a) one month, for Private Circuits; and
  - (b) ninety (90) days' for all other Services.
- 13.2 Termination of any individual Service or Order will not affect the Parties' rights and obligations with regard to any other Service or Order.
- 13.3 Subject to the provisions of clause 13.6, either Party may immediately by notice terminate any affected Orders if one of the following events occurs:
- (a) the other Party commits a material breach and has failed to rectify the breach within thirty (30) days after the terminating Party has given its notice of default;
  - (b) an event set out in clause 15 prevents the performance of the whole or a substantial part of the other Party's obligations in relation to that Service or Product for a continuous period of thirty (30) days after the date on which it should have been performed; or
  - (c) any governmental or regulatory authority with competence and/or jurisdiction over the Parties decides that the provision of the relevant Service or Product under this Contract is contrary to existing laws, rules or regulations or any decision, law or other official governmental order makes the provision of the Products or Service illegal. In such case no damages shall be due.
- 13.4 Subject to the provisions of clause 13.6, a Party may immediately by notice terminate this Contract if the other Party is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or if any of its assets are the subject of any form of seizure, or goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory or if a receiver or administrator is appointed over its assets (or the equivalent of any such event in the jurisdiction of such other Party).
- 13.5 Upon termination of this Contract (including any affected Order executed under it): (a) the rights of the Parties accrued up to the date of such termination shall remain unaffected; and

(b) the Customer shall co-operate fully with BT to recover any BT Equipment.

13.6 If the Customer terminates the Contract or a Service under clause 13.1 or BT terminates the Contract or a Service under clauses 13.3 (a) or (b) or 13.4, then the Customer will be liable for any outstanding Charges for Products or Services received Customer together with any applicable termination compensation set out in the applicable Schedule or Order.

13.7 Where the Contract or Service is terminated, BT will refund any money owed to the Customer after first deducting any money due to BT under this Contract.

#### 14 Limitation of Liability

14.1 Neither Party excludes or restricts in any way its liability for death or personal injury resulting from its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation.

14.2 Subject to clause 14.1, neither Party shall be liable to the other, whether in contract, tort, under statute or otherwise howsoever arising under or in connection with this Contract (including in each case negligence): (a) any loss of profits, business, goodwill (including pecuniary losses arising from loss of goodwill), or revenue; (b) any loss or corruption or destruction of data; (c) any special, indirect or consequential loss or damage whatsoever; and/or (d) any loss arising from the transmission of viruses, in all cases set out in this clause 14.2, whether or not that Party was advised in advance of the possibility of such loss or damage.

14.3 Subject to any other limitations of liability that are set out in the relevant Schedule, if a Party is in breach of any obligations under this Contract, or if any other liability however arising, whether deliberate or unintentional (including liability for negligence or breach of statutory duty) arises in connection with this Contract, then, subject to clauses 14.1 and 14.2, such Party's liability to the other Party shall be limited to £1,000,000 for any one event or series of connected events and to £2,000,000 for all events (connected or unconnected) in any period of twelve (12) consecutive months; provided, however, that any remedies contained in any Service Level Agreement shall be the sole and exclusive remedies for any failure to meet the performance obligations under that Service Level Agreement.

14.4 The limitations and exclusions of liability referred to in clauses 14.1 14.2 and 14.3 will not apply in respect of the respective indemnities provided by the Parties under clauses 7.3, 12.5, 12.7 of these Conditions

and paragraph 4.1 (i) of the Section 5 of the Service Schedule (Supply and/or Installation of Product).

#### 15 Force Majeure: Matters Beyond the Reasonable Control of Either Party

Neither Party shall be liable for failure or delay in the performance of its obligations caused by or resulting from force majeure including events that are unpredictable, unforeseeable or irresistible, such as any extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, biological warfare, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labour unrest, civil disturbance, sabotage, expropriation by governmental authorities and any other act or any event that is outside the reasonable control of the concerned Party.

#### 16 Dispute Resolution

The Parties will use all reasonable efforts to amicably resolve any dispute. The Parties will, at a minimum, use the following procedure in the event a dispute arises with respect to any aspect of this Contract. Upon written notification by one Party to the other that a dispute exists, working level managers of the respective Parties will attempt in good faith to work out a resolution within thirty (30) days following the day of written notification of a dispute. If an agreement cannot be reached by the end of this period, the Parties shall prepare a document containing information that is designed to assist resolution of the dispute containing what has been agreed and what remains in dispute between them. No later than two weeks thereafter, or at some other time as mutually agreed by the Parties, representatives of BT at General Manager level and the Customer at Director level or above shall meet to further attempt to resolve the matter or to agree on a course of action to resolve the matter. Such course of action may include use of formal dispute resolution processes, including but not limited to non-binding mediation or binding or non-binding arbitration. In the event that the Parties are unable to resolve the matter or agree on a course of action at this executive level within thirty (30) days, either Party shall have the right to pursue legal or equitable remedies as it sees fit. Nothing contained herein shall preclude either Party from seeking equitable relief at any time in a court having jurisdiction under the terms of this Contract in the event that a risk of imminent harm to that Party exists and no appropriate remedy for such harm exists under the Contract.

#### 17 Notices

17.1 Except for notices given in accordance with clause 3.7, all notices given under this Contract shall be in writing and in English, unless the Parties agree otherwise or local law and regulations provide otherwise, and shall be sent by prepaid post, facsimile or by electronic mail to the other Party at the address, fax number or email address set out in these Conditions, or any other address

notified from time to time including as updated on an Order.

- 17.2 Notices given under this Contract are deemed to be given by the sender and received by the addressee: (a) if sent by prepaid post, three (3) Business Days from and including the date of postage; or (b) if sent by facsimile, when transmitted to the addressee; but if transmission is on a day that is not a Business Day or after 4 p.m. in the addressee's time zone, it is deemed to be duly given and received on the next Business Day; or (c) if sent by electronic mail, when sent to the addressee.

### 18 Assignment/Subcontracting

- 18.1 Subject to clauses 18.2 and 18.3, either Party reserves the right to assign all or part of this Contract at any time to any Affiliate or (in the case of BT) to a BT Group Company or another BT entity, subject to providing the other Party prior written notice of such assignment. Any assignment to a party other than to an Affiliate or to a BT Group Company or another BT entity requires the prior written agreement of the other Party.
- 18.2 In respect of the provision of regulated Service in the United States of America the Customer agrees that, in accordance with clause 18.5, the part of this Contract relating to Service in the United States of America will be assigned to BTA and that the provisions of clause 18.6 (b) will apply in respect of any claims or disputes relating to this part of the Service.
- 18.3 When BT requires an assignment of the performance of the Service in any Tariff Country to a BT Associate then the Customer expressly agrees to such assignment.
- 18.4 This Contract will be binding on, and inure to the benefit of, the Parties and their successors and permitted assigns.
- 18.5 BT may subcontract the performance of any of its obligations under this Contract, but without relieving BT from any of its obligations to the Customer. The Customer agrees and understands that it may need to interact directly with such party for ordering, provisioning or maintaining the Products or Service as directed by BT.
- 18.6 The Parties acknowledge and agree that the BT Affiliates and Customer Affiliates may agree to (or where required by law, will) enter into Schedules or Orders under this Contract for the provision of Products and/or Services in any country or region outside of Great Britain, and that in all such cases, upon execution of that Schedule or Order: (a) the provision of that Product and/or Service shall be deemed subcontracted by BT to that BT Affiliate, (b) the Parties shall have been deemed to have assigned the benefit received under this Contract to their respective Affiliates in

accordance with clauses 18.1, 18.2, or 18.3 and (c) the Parties are the only persons who may enforce any and all rights arising out of or in connection with this Contract and shall have sole conduct of all claims and/or proceedings involving any of their respective Affiliates.

### 19 Governing Law and Jurisdiction

This Contract and any claims or disputes arising out of, relating to or in connection with it, shall be governed by the laws of England and Wales. The Courts of England shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this Contract to which the Parties irrevocably submit.

### 20 Miscellaneous Provisions

- 20.1 **Publicity:** Neither Party may publish or use any advertising, sales promotions, press releases, announcements, or other publicity that relates to this Contract or that uses the trademark, service mark, trade name, logo or other indicia of origin of the other Party or its Affiliates in connection with this Contract or any Products or Services provided under this Contract, without the prior written approval of the other Party which shall not unreasonably be withheld.
- 20.2 **Customer Satisfaction Surveys:** Each Party agrees to co-operate with the reasonable requirements of the other Party in relation to customer satisfaction surveys organised by or on behalf of that Party.
- 20.3 **Data Protection:**
- 20.3.1 In this Contract, the following terms each have the meaning given to it in the GDPR: "Binding Corporate Rules", "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processing", "Processor" and "Supervisory Authority".
- 20.3.2 Whether or not any other provision in the Contract may say something different, for BT to provide a Service, Personal Data may be:
- (a) used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide; or
  - (b) transferred by BT worldwide to the extent necessary to allow BT to fulfil its obligations under this Contract and the Customer appoints BT to perform each transfer in order to provide the Services provided that BT will rely on appropriate transfer mechanisms permitted by Data Protection Legislation, including:
    - (i) BT Group's Binding Corporate Rules (for transfers among BT's Affiliates);

- (ii) agreements incorporating the relevant standard data protection clauses adopted by the European Commission; and
- (iii) where applicable, the EU-US Privacy Shield.

20.3.3 BT will be either Controller, Processor or both under the Contract depending on the type of Personal Data Processed and the purpose of the Processing.

20.3.4 If BT acts as a Controller:

- (a) BT may collect, Process, use or share Personal Data with BT Affiliates and Sub-Processors, within or outside the country of origin in order to do any or all of the following:
  - (i) administer, track and fulfil Orders for the Service;
  - (ii) implement the Service;
  - (iii) manage and protect the security and resilience of any BT Equipment, the BT Network and the Services;
  - (iv) manage, track and resolve Incidents (as defined in the Schedule) with the Service as set out in the Schedule(s);
  - (v) administer access to online portals relating to the Service;
  - (vi) compile, dispatch and manage the payment of invoices;
  - (vii) manage the Contract and resolve any disputes relating to it;
  - (viii) respond to general queries relating to the Service or Contract; or
  - (ix) comply with Applicable Law;
- (b) BT will Process the Personal Data in accordance with applicable Data Protection Legislation and as set out in the BT Privacy Policy and, where applicable, BT Group's Binding Corporate Rules; and
- (c) BT may, from time to time, contact the Customer Contact, or other network, IT or procurement manager involved in the procurement or management of the Service, to provide additional information concerning the Service or other similar services.

20.3.5 If BT acts as a Processor:

- (a) the subject-matter, duration, nature and purpose of the Processing, the type of Customer Personal Data and categories of Data Subjects will be set

out in the applicable Annex that can be found online at [www.bt.com/terms](http://www.bt.com/terms);

- (b) in order to perform its obligations under the Contract, BT will:

- (i) Process the Customer Personal Data on the Customer's behalf in accordance with the Customer's documented instructions as set out in clause 20.3.5 (k), except where:

- i. Applicable Law requires BT to Process the Customer Personal Data otherwise, in which case, BT will notify the Customer of that requirement before Processing, unless to do so would be contrary to that Applicable Law on important grounds of public interest;

- ii. in BT's reasonable opinion an additional instruction or a change to the instructions provided by the Customer in accordance with clause 20.3.5 (k) infringes the Data Protection Legislation and BT will inform the Customer of its opinion without undue delay and will not be required to comply with that instruction;

- (ii) to protect the Customer Personal Data against a Personal Data Breach, implement technical and organisational security measures, including those that may be set out in the Schedule, that are appropriate to the risk represented by BT's Processing and the nature of the Customer Personal Data being Processed;

- (iii) provide Notice to the Customer without undue delay after becoming aware of a Personal Data Breach affecting the Customer Personal Data;

- (iv) only use the Sub-Processors approved by the Customer by entering into the Contract or in accordance with clause 20.3.5 (i); and

- (v) assist the Customer in its compliance with the Data Protection Legislation, taking into account the nature of the Processing of the Customer Personal Data and the information available to BT, relating to:

- i. its obligation to respond to lawful requests from a Data Subject, to the extent practicable;
  - ii. the security of the Processing of the Customer Personal Data;
  - iii. notification of a Personal Data Breach affecting the Customer Personal Data to the Supervisory Authority or the Data Subjects; and
  - iv. a data protection impact assessment as may be required by Article 35 of the GDPR and prior consultation with the Supervisory Authority,  
and the Customer will reimburse BT's reasonable costs for this assistance except for the assistance set out in clause 20.3.5 (b) (v) iii where a Personal Data Breach affecting the Customer Personal Data occurred as a direct result of a breach of BT's obligations set out in clause 20.3.5 (b) (ii);
- (c) unless Applicable Law requires BT to store a copy of the Customer Personal Data, upon expiry or termination of the Contract and at the Customer's option, BT will delete or return the Customer Personal Data within a reasonable time period and the Customer will reimburse BT's reasonable costs for this deletion or return of the Customer Personal Data;
- (d) BT will make available to the Customer the information demonstrating BT's compliance with its obligations set out in clause 20.3.5, and, subject to 30 days' Notice from the Customer, allow for and reasonably cooperate with the Customer (or a third party auditor appointed by the Customer) to audit this compliance at reasonable intervals (but not more than once per year), so long as:
- (i) the audit will:
    - i. not disrupt BT's business;
    - ii. be conducted during Business Days;
    - iii. not interfere with the interests of BT's other customers;
    - iv. not cause BT to breach its confidentiality obligations with its other customers, suppliers or any other organisation; and
  - v. not exceed a period of two successive Business Days;
  - (ii) the Customer (or the Customer's third party auditor) will comply with BT's relevant security policies and appropriate confidentiality obligations; and
  - (iii) the Customer will reimburse BT's reasonable costs associated with the audit and, where BT conducts an audit of its Sub-Processors to demonstrate BT's compliance with its obligations set out in clause 20.3.5, those of its Sub-Processors.
- (e) BT may demonstrate its compliance with its obligations set out in clause 20.3.5 by adhering to an approved code of conduct, by obtaining an approved certification or by providing the Customer with an audit report issued by an independent third party auditor (provided that the Customer will comply with appropriate confidentiality obligations and not use this audit report for any other purpose);
- (f) BT will not disclose Customer Personal Data to a third party unless required for the performance of the Service, permitted under the Contract or otherwise required by Applicable Law;
- (g) BT will ensure that persons authorised by BT to Process the Customer Personal Data will be bound by a duty of confidentiality;
- (h) BT may use Sub-Processors in accordance with clause 18.5 and will ensure that data protection obligations in respect of Processing Customer Personal Data equivalent to those set out in clause 20.3.5 will be imposed on any Sub-Processors;
- (i) BT will inform the Customer of proposed changes to BT's Sub-Processors from time to time by either:
- (i) providing the Customer with online notice of the intended changes at [www.bt.com/terms](http://www.bt.com/terms) and the Customer will have 30 days starting from the first Business Day of the calendar month following the date of the online notice to object to the change; or,
  - (ii) giving the Customer Notice in accordance with clause 17 and the Customer will have 30 days starting from the date of the Notice to object to the change, and

- if the Customer does not object in accordance with clause 20.3.5 (l), the Customer will be deemed to have authorised the use of the new Sub-Processors;
- (j) the Customer may object to the use of a new Sub-Processor by giving Notice in accordance with clause 17 documenting material concerns that the Sub-Processor will not be able to comply with the Data Protection Legislation, and if such Notice is received within the time required by clause 20.3.5 (i), BT and the Customer will address the Customer's objection in accordance with the process set out in clause 16 and BT may use the relevant Sub-Processor to provide the Service until the objection is resolved in accordance with clause 16;
- (k) the Contract contains the Customer's complete instructions to BT for the Processing of Customer Personal Data and any additional instructions or changes to the instructions will be incorporated into this Contract in accordance with clause 20.16 to take account of any resulting change in the Charges or the Service;
- (l) the Customer will comply with applicable Data Protection Legislation and will fulfil all the requirements necessary for the provision of the Service by BT, including providing any notifications and obtaining any regulatory approvals or consents required when sharing Personal Data with BT; and
- (m) the Customer will only disclose to BT the Personal Data that BT requires to perform the Service.
- 20.3.6 If permitted by Applicable Law:
- (a) a party in breach of the Data Protection Legislation or this clause 20.3 will be liable to the other for any losses, costs and liabilities (including those arising from Claims) incurred or suffered by the other party where those losses, costs and liabilities are caused by, or in connection with, that breach including where the parties are jointly and severally liable; and
- (b) where the parties are jointly and severally liable for a Claim caused by Processing neither party will make any payment or any offer of payment to any Data Subject (including third parties acting on behalf of any Data Subject) in response to any Claim caused by or relating to the Processing of Personal Data, without the prior written agreement of the other party.
- 20.3.7 Where each party acts as a Controller in relation to the Processing of Personal Data under the Contract, the parties will not act as joint Controllers for the purposes of Article 26 of the GDPR in relation to such Processing.
- 20.3.8 If, in accordance with clause 20.16, BT proposes amendments to the Contract to reflect changes to BT's security measures, policies and processes to enable BT to comply with the Data Protection Legislation, the Customer will act reasonably and in good faith to negotiate those amendments in a timely manner with BT.
- 20.4 **Legal and Regulatory Compliance:** Each Party will comply with all laws and regulations that apply to its activities under this Contract, including any that apply to the Products and Services provided under this Contract. Any reference in the Contract to a statute, statutory provision or regulation includes any statutory modification, extension or re-enactment of the same.
- 20.5 **Anti-Corruption and Bribery Act Compliance:** In connection with any actions or activities associated with this Contract or in connection with the relationship between the Parties, neither Party shall engage in any unlawful trade practices or any other practices that are in violation of the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act of 2010, or any other law that prohibits bribery or similar activity. Each Party shall ensure that neither it nor its Affiliates, subcontractors and agents: either directly or indirectly, seek, receive, accept, give, offer, agree or promise to give any money, facilitation payment, or other thing of value from or to anyone (including but not limited to government or corporate officials or agents) as an improper inducement or reward for or otherwise on account of favourable action or forbearance from action or the exercise of influence; or fail to establish appropriate safeguards to protect against such prohibited actions. Each Party shall, upon request from the other Party, provide evidence of the steps being taken to avoid prohibited actions, including the establishment of policies, practices, and/or business controls with respect to these laws.
- 20.6 **Export Control:** The Parties acknowledge that Products, Software, and technical information (including, but not limited to, service, technical assistance and training) provided under this Contract may be subject to export laws and regulations of other countries, and any use or transfer of the such Products, Software, and technical information must be in compliance with all applicable regulations and international trade sanctions. BT does not represent that any necessary approvals and licenses will be granted. The Customer will provide reasonable assistance to BT to obtain any necessary consents. If, through no fault of BT, any necessary consents are not granted, then BT will not be liable for any delay in



performance of the Contract and BT can terminate this Contract or the provision of the Service under it (as appropriate) without any liability to the Customer. The Parties will not use, distribute, transfer, or transmit the Products, Software, or technical information (even if incorporated into other products) except in compliance with all applicable export regulations and trade sanctions. If requested by either Party, the other Party also agrees to sign written assurances and other export-related documents as may be required to comply with all applicable export regulations.

The Customer agrees not to disclose or re-export to any country, directly or indirectly any BT Equipment or item provided with or as part of the Service, without complying with the export rules of the government of the country from which the disclosure or re-export is made.

- 20.7 **Non-UK Regulatory Compliance:** Where Regulated Service(s) are to be provided under this Contract, the Parties shall comply with the terms and conditions and prices, if applicable, of any applicable tariffs, regulations, or statutes. In the event of changes to such tariffs, regulations, or statutes during the term of any Order for such Regulated Services, such changes shall be effective pursuant to their terms. If a legal or regulatory intervention or ruling of any sort prevents the continued provision of any Regulated Service or materially changes the Regulated Service so that it is no longer consistent with the purpose of this Contract, BT shall promptly commence good faith discussions with the Customer on any alternative Service or on any appropriate migration away from that Regulated Service so as to minimize any disruption to the Customer.
- 20.8 **Where BT acts as Customer's Agent for Third Party Service:** It may be necessary in certain jurisdictions, e.g. for regulatory or licensing, or tax reasons, for the Customer to obtain the Service, or part of the Service, directly from a third party service provider pursuant to a separate agreement. Where BT manages such agreement on behalf of the Customer, it will only do so as an agent of the Customer whereby BT's responsibility will be limited to performance of the specific obligations as set forth in the Service Schedule and BT will not assume any liability under such agreement.
- 20.9 **Employer Disclosure:** In jurisdictions where an employer is legally required to make such disclosure to its employees, it is the Customer's responsibility to:
- (a) inform its employees and Users that as part of the Service being delivered by BT, the use of any targeted applications by the Customer's employees and/or Users may be

monitored and reported to the Customer by BT; and

- (b) ensure that its employees and Users have consented or will be deemed to have consented to such monitoring and reporting, if such consent is legally required, and BT shall not be liable for any failure of the Customer to comply with this instruction and the Customer shall indemnify BT from and against any claims or actions brought by its employees or Users against BT arising out of the delivery of Services by BT in accordance with the terms hereof.

- 20.10 **Capacity:** Each Party warrants that it has the necessary rights, licences and permissions to enter into and perform its obligations under this Contract.
- 20.11 **Rights of Third Parties:** This Contract does not create any right enforceable by any party who is not the Customer or BT ("Third Party") under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a Third Party which exists or is available apart from that Act.
- 20.12 **No Waiver:** Except as otherwise specifically provided in this Contract, no failure to exercise, or delay in exercising, any right, power or privilege set out in this Contract will operate as a waiver of any right, power or privilege.
- 20.13 **Severance:** If any provision of this Contract is held to be invalid or unenforceable, it will be severed from this Contract, the remaining provisions will remain in full force and effect, and the Parties will use reasonable endeavours to promptly negotiate a replacement in good faith.
- 20.14 **Survival of Obligations:** The Parties' rights and obligations, whose nature is such that they should continue beyond the termination of this Contract, shall survive termination of this Contract.
- 20.15 **Entire Contract:** This Contract supersedes all prior oral or written understandings and/or representations between the Parties (unless specifically incorporated into this Contract) and constitutes the entire agreement with respect to its subject matter. Each Party acknowledges that in entering into this Contract that it has not relied on any representation, warranty, collateral contract or other assurance other than those set out in this Contract, and waives all rights and remedies which, but for this clause might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance. Each Party acknowledges that its legal advisers have explained to it the effect of this clause.

20.16 **Amendment:** Except as expressly provided in this clause, or clauses 3.5 (a), or 20.7, or clause 7.2.1 of Section 2 (IP Connect Global) of the Schedule, this Contract may not be amended, modified or supplemented except by a document in writing signed by authorised representatives of both Parties. BT may:

- (i) change the terms and conditions of the IP Clear Service (including the charges) at any time. BT will give the Customer notice in writing of the changes and publish details in the BT Price List at least 14 days before the change is due to take effect.
- (ii) BT reserves the right to revise the Charges of the Ethernet Connect UK Service no more than twice in any period of 12 Months. BT will give the Customer 6 weeks' written notice of any increases in Charges. If the Customer does not accept the increased Charges the Customer may terminate the Service, such termination to take effect on expiry of the notice period and termination charges will not apply.
- (iii) change the terms and conditions of the Private Circuits Service (including the charges) at any time. BT will notify the Customer of any changes to the Contract by giving prior notice to the Customer which will be published online at <http://www.bt.com> (or any other online address that BT may advise the Customer) as follows:
  - (a) for changes that are to the Customer's material detriment, at least 2 weeks before the change is to take effect; and
  - (b) for all other changes, at least one day before the change is to take effect.
- (iv) amend this Contract on twenty-eight (28) days' notice to the Customer, where the Service is to be provided in a country where BT is obliged by law or, by its agreement with a public telecommunications operator to trade with all its customers for the Service on the same or particular terms.
- (v) at its sole discretion, upon written notice, revise the provisions of the Conditions, the Schedule or Order if legislation, regulations, or rulings are enacted or implemented in any country or countries in which Service is provided under this Contract, the effect of which is to vary the governing law or rules applicable to the provision of Service under this Contract in respect of the imposition of VAT or any other

taxes, fees or surcharges relating to the provision of the Service.

The Parties to an Order may amend, modify or supplement the terms of that Order by a document in writing executed by authorised representatives of both Parties to that Order.



## **SERVICE SCHEDULE FOR BT MANAGED WAN SERVICES**

This Service Schedule sets out the details of the scope of BT Services provided as part of the BT Managed WAN Service. The Services are described in Sections 1 to 8 of this Service Schedule, with any applicable Service Level Agreements and Termination & Cancellation charges set out in Sections 9 & 10 respectively.

The Sections of this Service Schedule that will apply to the Contract are dependent on the Services selected on the Order.

### **SECTION 1 NETWORK MANAGEMENT SERVICES**

#### **1 Definitions**

The following definitions shall apply in this Section as well as paragraph 1 of Section 10, in addition to those in the Conditions.

“**In Scope Services**” means the hardware, software and/or services covered by the Service and identified on the Order. Any other hardware /software and/or services is subject to inspection and approval by BT prior to inclusion as part of the Service.

“**Minimum Period of Service**” means the period set out in paragraph 6.1 below, commencing on the Operational Service Date.

“**Problem**” means the unknown or underlying cause of one or more Incidents

“**Service**” means the services provided in respect of the In Scope Services, as described in paragraph 2 below.

“**Service Hours**” means the hours of service set out in the applicable support package in paragraph 4.3 below.

“**Working Day**” means Monday to Friday 9.00am to 5.30pm excluding UK Bank Holidays.

#### **2 Provision of Service**

2.1 The Service will be provided by BT to the Customer as set out in this Section. The Service consists of the Network Installation Service defined in paragraph 3 and the WAN Managed Support Service defined in paragraph 4.

2.2 The Service is available for single or multi-country, data/voice installations. Where available, option(s) are described below. The option(s) selected by the Customer will be identified on the Order.

#### **3 Network Installation Service**

##### **3.1 Service Definition**

The Network Installation Service will consist of the provision of the following service elements:

##### **3.1.1 Project Management.**

###### **(a) Standard Installation**

BT will provide a project manager who will be responsible for managing the Network Installation Service as defined in this Schedule, and, with respect to this Service, will:

- Act as single point of contact and provide accountability;
- Deliver the Service according to contractually agreed specifications;
- Liaise with the Customer's project manager/owner;
- Secure and manage project team/resources (national and international);
- Hold a project initiation call;
- Hold weekly update conference calls until the Operational Service Date;
- Coordinate subcontractors and internal parties;
- Coordinate change requests;
- Coordinate test procedures;
- Be responsible for handover and progressing customer service issues;
- Provide a Project closure/evaluation questionnaire.

###### **(b) (OPTION) Enhanced Installation**

In addition to the Standard Installation service elements, Enhanced Installation has the addition of:

- an on-site face to face project initiation meeting;
- generation & maintenance of a high level project plan;
- generation and maintenance of an issues/risks/queries log;
- minuted weekly conference call to discuss progress, issues and risks identified;
- on-site face to face project closure/evaluation meeting.

#### 3.1.2 Design Assurance.

Design Assurance will:

- Review the network design for self- consistency
- Design configuration templates for the routers
- Establish test criteria for the WAN installation.

#### 3.1.3 Provisioning Service Management.

For each identified voice and data circuit within the project, BT will progress orders with the carriers concerned, manage these orders through the survey and planning process, provide weekly updates on progress, manage escalations as necessary and consolidate carrier-provided information for On-boarding. Provisioning Service Management will provide project coordination for installations.

#### 3.1.4 Network Engineering & Installation.

BT will carry out (as necessary) offsite configuration, staging and soak-testing of routers and other communications hardware, install and commission the hardware at central and remote sites, carry out acceptance testing of the installed hardware operating with the provided circuits, and will provide the necessary inputs to the Client Project Information Tracker as defined in paragraph 3.2.1 (b).

#### 3.1.5 On-boarding.

For each identified device within the project, BT will load the necessary device, support, interface and management meta-data into the Customer Infrastructure Database held within the network management platform operated by BT's designated Network Operations Centre.

#### 3.1.6 (OPTION) Migration Support

Where there is an existing BT-provided legacy WAN to be replaced, BT supports two approaches:

- Big bang migration, where all the Site(s) are migrated to the new network all at the same time.
- Phased migration, where BT will meet the customer to discuss the priority of the Sites to be migrated and the Customer responsibilities for making changes to their LAN.

The associated charges for the support will be as set out on the Order Form.

### 3.2 Documentation

3.2.1 The following documentation (where appropriate) will be provided as part of the Network Installation Service, unless otherwise agreed with the Customer. The documents will follow BT's standard formats, as reasonably adapted at BT's discretion to meet the aims of the Service delivery, or with such variations as agreed.

- (a) **Test Plan.** Details the tests to be carried out by component and site
- (b) **Client Project Information Tracker.** This document will be progressively completed during the service delivery, with information being shared on a regular basis with the Customer. At the end of the Service delivery, it is complete and forms the handover document, providing the information necessary for reference post-implementation, specifically:
  - As-Built design
  - Detailed device information
  - Circuit information
  - Testing information
  - Maintenance arrangements



3.2.2 BT may correct any typographical or other errors or omissions in any Document ensuring the Customer is notified of the said changes.

3.2.3 BT may at any time by giving reasonable prior notice to the Customer make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

### **3.3 Test**

3.3.1 Where BT provides Network Installation Services, the delivery and test process will be achieved on an incremental progressive basis, unless otherwise agreed between the parties. For each element of the supply, a test plan will be submitted by BT.

3.3.2 At the programmed time as defined in the project plan, the agreed tests will be carried out, unless revised with notice of no less than one week. The Customer has the right to witness such tests, but the absence of the Customer will not invalidate the test.

3.3.4 In the event any tests detailed in the Test Plan are not passed, BT will correct the underlying problem and repeat the corresponding individual tests which were not previously successfully carried out.

3.3.5 Documentation detailed in paragraph 3.2.1 will be submitted for Customer approval. Customer will either provide such approval within 5 working days, or provide a detailed list of comments which, when addressed, will render the document acceptable. If the Customer provides no such comments within the above period, the document is deemed approved and accepted.

3.3.6 Any product, document or facility used for operational or commercial purposes by the Customer will be deemed accepted, irrespective of whether acceptance tests have been carried out and/or passed.

### **3.4 Customer Obligations**

3.4.1 Where participation by, or access by BT to, the Customer's own staff is necessary in relation to the Services, the Customer agrees that such staff will be available at the times agreed by the parties. In reaching such agreement, the Customer will endeavour to meet any reasonable timetable proposed by BT. Furthermore, the Customer will ensure that such staff possess the appropriate skills and experience for the tasks assigned to them.

3.4.2 The Customer will make available promptly, free of charge to BT, such resources, technical information and data as will reasonably have been required in good time by BT's Supplier and as are necessary for successfully providing the Services. BT's Supplier will be entitled to depend on the accuracy and completeness of the information provided.

3.4.3 Upon reasonable notice provided by BT, Customer will allow access to sites during Working Days as is necessary for BT to carry out such activities as are necessary to deliver the Service. Where BT requests access outside Working Days, Customer may impose restrictions concerning access hours and notice. BT will at all times respect the arrangements for the security and safe working at such Customer sites as is notified to it.

3.4.4 Where multiple Customer sites are involved in a service delivery, the Customer will nominate site contacts for each site who will be responsible (all in a timely fashion) for:

- providing the necessary information with respect to that site
- arranging access to the site for specific visits organised by BT
- making available any on-site facilities reasonably requested
- gaining any permissions necessary from third parties to carry out the Services

3.4.5 Customer recognises and agrees that any failure of the Customer to fulfil its obligations as detailed in this paragraph 3.4 or elsewhere in this schedule may result in delay to the activities to be carried out, and additional charges being levied by BT.



#### **4 Managed WAN Support**

4.1 BT makes available three levels of support for BT Managed WAN. The level selected will be as specified in the Order:

- Standard
- Standard + Proactive Fault Management
- Premium – all circuit types

The Premium service consists of the Standard service, enhanced by the following additional options:

- Proactive Fault Management (see paragraph 4.2.1 (c))
- Advanced Reporting Module (see paragraph 4.2.2 (b))
- Problem Management (see paragraph 4.2.6)

In addition to these three levels, the following options are available under all levels of service:

- Netflow monitoring & reporting portal

#### **4.2 Service Description**

##### **4.2.1 Monitoring and Alerting Service**

- (a) BT will provide remote monitoring of all equipment covered by the Order within the Service Hours. BT will poll each device for signs of life and latency (as relevant) every 2 minutes, and collect SNMP information from each device (as relevant) every 10 minutes. BT reserves the right to adjust polling rates.
- (b) In the event that a system element is seen to fail during this monitoring activity, an alert will be generated which will be routed as follows:
- (i) for all ADSL and SuperFast connections, the alert will trigger an email to the Customer reporting the issue and advising of the remedial action that Customer can take to potentially resolve the issue. If after following these actions the issue is not resolved the Customer must contact the Incident Management Service.
  - (ii) for all leased line EFM & Ethernet access connections, the alert will be routed for resolution to the Incident Management service.
- (c) **(OPTION) Proactive Fault Management**

Where this option is selected, alerts generated by ADSL & SuperFast connections as described in 4.1.1 (b) are routed directly to the Incident Management service in the same way as leased line EFM & Ethernet access connections.

##### **4.2.2 Standard Reporting**

- (a) BT will provide to Customer access to a web portal that provides;
- **Real-time Service Monitoring:** Instant viewing of device availability, response times and recording of Key Performance Indicators to improve system fault resolution and management reporting.
  - **Real-time Performance Reporting:** The Customer can view their infrastructure performance in real time and set client specific thresholds and email alerts. For the avoidance of doubt BT will allow the Customer to request a reasonable amount of specific thresholds and email alerts during the set up process.
  - **On Line Fault Reporting:** The Customer can log or monitor faults via web interface.
- (b) **(OPTION) Advanced Reporting Module**
- BT will make available the Advanced Reporting Module within the Customer web portal. The Advanced Reporting Module will provide:
- Summary dashboard
  - Utilisation reports
  - Availability reporting
  - Live incident reporting

- Live inventory reporting

**4.2.3 (OPTION) NetFlow Monitoring and Reporting**

- (a) BT will enable NetFlow information collection on selected supported network elements
- (b) BT will provide a NetFlow analyser available through the web reporting portal provided under paragraph 4.2.2 to enable Customer investigations and problem management

**4.2.4 Incident Management**

**(a) Service Desk**

- (i) BT will provide a point of contact to allow Customer to report incident on In-Scope Services within the hours of cover identified.
- (ii) BT will provide contact details for the Service Desk at or before the start date of the contract, and will notify the Customer in advance of any proposed changes to such contact details.
- (iii) BT will allocate a unique reference number to each fault and problem reported by the Customer. Customer's own reference number can also be recorded and associated with the fault or problem.
- (iv) in collaboration with the Customer, BT will classify the Customer faults according to the following severity criteria. The classification of the fault will determine the frequency of updates to the Customer during the life of the fault.

Classification	Definition
P1	Severe impact or loss of entire service that cannot be circumvented and needs immediate corrective action.
P2	Serious problem where service is partially interrupted or impaired and can be circumvented.
P3	Problems that do not significantly impair the functioning of the system and do not significantly affect service to customers. The fault is causing inconvenience to business operations, resulting in increased workload or reduced productivity.
P4	A fault has no observable impact on production and causes minimum inconvenience and general enquiries.

**(b) Information Requests**

- (i) BT will endeavour to provide responses to requests for information relating to the provided Services where such information is not readily available through the web portal described in paragraph 4.2.2 (a).
- (ii) Requests for information will be logged and dealt with as time allows, but will not be prioritised as described in 4.2.4 (a) (iv).
- (iii) This facility is not intended and will not be used as an alternative to the use of suitably trained and experienced staff by the Customer. BT reserves the right to limit or remove this service in cases of abuse.

**(c) Fault Resolution**

- (i) The BT Service Desk will carry out diagnostic checks, and take recovery actions available to it to attempt to resolve the incident and restore service.
- (ii) If necessary, the Service Desk will escalate the incident for resolution within BT 2nd and 3rd line support.
- (iii) Where issues are diagnosed with the circuits, the Service Desk will route accordingly, and manage the incident through to resolution of the network issues until it can confirm that service is restored at site.
- (iv) Once all potential software and circuit issues have been discounted, the Service Desk will manage the use of the hardware replacement warranty and send an engineer to site with the replacement hardware in accordance with the warranty SLA. The engineer will load the last known working configuration to restore the service. The hardware replacement warranty is not itself provided under the Network Management



Services.

- (v) If the hardware issues are the result of customer infrastructure issues not supported within the In-Scope Services, a charge will be raised to cover the time spent identifying the issue.

**4.2.5 Configuration Management**

- (a) BT will securely store all WAN router configurations for the duration of the contract as follows:
  - All running configurations will be archived daily and the last ten unique configurations will be retained.
  - All start up configurations will be archived daily and the last ten unique configurations will be retained.
  - All running and start up configurations will be archived on change.
- (b) To ensure the security of BT's MPLS network is not compromised and customer service is maintained, access to WAN routers, router configurations and router tables by the Customer or any other 3rd party is not permitted.

**4.2.6 (OPTION) Problem Management**

- (a) BT will operate a Problem Management process, where Problem Management as a process provides the structure and interlock to take multiple Incidents and seek out the root cause to create a temporary workaround or permanent fix.
- (b) Where a Problem is identified which has led to a severity P1 Incident with unknown cause, BT will use its reasonable endeavours to provide a report which will detail the following:
  - Root cause analysis;
  - Corrective action taken;
  - Summary of events;
  - Recommendations for action.

**4.3 Service Hours**

- 4.3.1 Services as described in paragraphs 3, 4.2.6 & 8 shall operate during Working Days.
- 4.3.2 The Service Desk described in paragraph 4.2.4 (a) and all other Services except as defined in paragraph 4.3.1 will operate 24 hours a day, 365 days a year. Service Hours for other BT services which support the Network Management Services (e.g. Fault Resolution) may differ and are defined in the corresponding contract schedules.
- 4.3.3 A dedicated telephone number is supplied for access to the service desk via the following number 0800 151 3515 or as may be advised by BT from time to time.

**4.4 Quality of Service Levels**

- 4.4.1 BT will use its reasonable endeavours to:
  - (a) answer 95% of calls within 30 seconds of commencement of ringing;
  - (b) answer 99% of calls within 45 seconds of commencement of ringing.
- 4.4.2 BT will provide the Customer with updates during the life of the fault. The frequency of the update will depend on the classification of the fault, as follows:

Classification	Frequency of updates
P1	Once during each Service Hour
P2	Every four (4) Service Hours
P3	Daily
P4	Daily

For the purposes of this paragraph, the elapsed time between updates relates to BT activities, and time spent awaiting information, action or approval by Customer or a third party will not contribute to the time between updates.



4.4.3 BT will make available to the Customer an updated fault log detailing all outstanding faults via the web portal as described in paragraph 4.2.2 (a).

4.4.4 The Quality of Service Levels set out above are subject to review and/or change by BT at any time.

#### **4.5 Quality of Service Reports**

BT will use its reasonable endeavours to provide the Customer with a Quality of Service Report within 8 Working Days following the end of the service month. The Quality of Service Report will contain the following:

- (a) Availability per Site;
- (b) Incidents logged statistics;
- (c) Incident category breakdown;
- (d) Time to answer statistics;
- (e) Resolution statistics for incidents logged; and
- (f) Tickets open for 7 days or greater.

This information will also be made available to the Customer on a real time basis via the web portal.

#### **4.6 Management Link**

To provide the Service a management link is required to connect directly from the Customer's Wide Area Network (WAN) to BT's monitoring system.

### **5 Charges**

5.1 The Customer will pay the charges set out in the Order

5.2 Except where BT provides for such Charges to be amortised over the Minimum Period of Service, the Charges for the Services will be invoiced in accordance with clause 6 of the General Terms and Conditions

5.3 Where Network Installation & Consultancy Services are to be amortised over the Minimum Period of Service, BT will invoice installments for such Services monthly in advance.

5.2 BT may charge the Customer at BT's applicable rate for any re-visit to a Customer Site made necessary by any act or omission of the Customer.

5.5 Charges for changes authorised under paragraph 8 shall be invoiced in the same manner as described in paragraph 5.2.

### **6 Minimum Period of Service**

6.1 The Minimum Period of Service is as follows:

- (a) for the Network Installation Services, a Minimum Period of Service is not applicable;
- (b) for the WAN Managed Support Services the Minimum Period of Service will be 36 or 60 months as set out in the Order.

### **7 Intellectual Property**

7.1 The parties agree that BT's Intellectual Property Rights in the configurations of network elements set up by BT (even where such configurations are installed on Customer Equipment) will remain vested in BT.

### **8 Change Management**

8.1 Changes to installed network equipment and their configuration and interconnections, where such elements are under the management responsibility of BT, must be made in accordance with BT's Network Change Management Process.

8.2 On receipt of a written request in the prescribed format from an authorised representative of the Customer to add, change or modify the In Scope Service and / or the Service:-

- (a) BT will use its reasonable endeavours to confirm receipt within 4 Service Hours;
- (b) All requests will be allocated an individual identity number;
- (c) A description and analysis of the change will be prepared by BT and sent to the Customer for approval on the change control form, together with any additional charge associated;



(d) An approved change control form must be returned by the Customer within 30 days. BT shall not be obliged to proceed with any change until Customer has confirmed approval of the change and associated charge.

8.3 BT will use its reasonable endeavours to provide the Customer with an update on outstanding requests every 5 days from initial receipt of the request.

8.4 On completion of a change, BT will use its reasonable endeavours to update the Customer's inventory within BT's systems identified in paragraph 4.2.5 within 2 Working Days.

8.5 On a monthly basis BT will provide the Customer with an updated change control log detailing all outstanding requests.

## **9 Limitation of Liability**

9.1 The limitation of liability provisions set out in clause 14.3 of the Conditions are amended for the Service to read as follows:-

"If a Party is in breach of any obligations under the Contract (or any part of it) to the other Party or if any other liability is arising (including liability for negligence or breach of statutory duty) then, subject to clauses 14.1, 14.2, such Party's liability to the other Party will be limited to £250,000 for any one event or series of connected events and to £500,000 for all events (connected or unconnected) in any period of twelve (12) consecutive calendar months."

## **10 Termination Charges**

The termination charges are set out in paragraph 1 of Section 10 (Termination Charges).

## **11 Feature Options**

The following options will be available if selected on the Order Form.

### **11.1 Internet From The Cloud**

Where Internet connectivity is provided as part of the BT Managed WAN solution, the network connection to the service will be monitored for availability by the Monitoring Service, but as SNMP information would not be available, the Standard Reporting facility will have limited functionality.

### **11.2 ExpressRoute Integration with Microsoft Azure**

Where connectivity is provided into the Microsoft Azure platform, the network connection to the service will be monitored for availability by the Monitoring Service, but as SNMP information would not be available, the Standard Reporting facility will have limited functionality.



## SECTION 2 IP CONNECT UK

### 1 Definitions

The following definitions shall apply in this Section as well as paragraph 1 Section 9 and paragraph 2 of Section 10, in addition to those in the Conditions.

**“Access Connection”** means an access circuit capable of supporting digital transmission.

**“BT Allocated User-ID and Password”** means a user-identity and password, which BT has allocated to the Customer to enable use of the Service.

**“CDD”** means the Contractual Delivery Date, which is the date that BT is to complete the provision of the Service as agreed in writing by BT and the Customer, in accordance with any lead times as set out in BT's Price List.

**“Contract Term”** means (where the Customer commits to a duration longer than 12 months) the duration of 3, 4 or 5 years (as set out on the Order Form) running from the date of signature of the first Order for the Service under this Contract, to which the Customer commits as part of the Universal Discount Scheme.

**“CRD”** means the Customer Required by Date, as stated on the CRF.

**“Dial Ports”** allow users to access a defined VPN by dialling into BT's Platform using PSTN, ISDN or GSM.

**“Eligible Failure”** means any Failure of the Service that has been reported to BT by the Customer. Eligible Failures may be cumulative over a calendar month (see link referred in paragraph 6.1).

**“Failure of the Service”** means the Customer totally loses the ability to use an application caused by the incorrect functioning of the service (including Primary or, Secondary accesses). This includes network problems specific to the Platform where the Customer's ability to use an application across an access is affected.

**“Fault Report”** means details of the fault, including the date and time when the fault was recorded by BT.

**“Helpdesk”** means the helpdesk facility provided by BT to handle answer technical and commercial enquiries and administration for the Service. The Helpdesk is open between 8am and 6pm (GMT), Monday to Friday, except for Christmas Day, Boxing Day and New Year's Day in the UK. The Helpdesk can be reached on 0800 672 438. BT will advise the Customer of any change to the Helpdesk telephone number.

**“Internet Standards”** means the protocols and standards defined in the following Internet documents: RFC 1009, 1122, 1123 and 1250 and any other applicable protocols and standards.

**“Minimum Period”** means 12 months from the Operational Service Date. The Minimum Period applies to each Access Connection.

**“Platform”** means the Multi-Protocol Label Switching platform.

**“PVC”** means a Permanent Virtual Circuit which is configured to provide a virtual path over BT's Internet Protocol (IP) network between the Customer's selected Sites.

**“Rental”** means the base access connection rental applicable to the Site access speed including resilience and any chargeable Class of Service rental for a contract term of 1 year. Dial Ports are excluded.

**“Service Care Level”** means the repair options set out in the BT Price List.

**“Service Level Guarantee (SLG)”** states the specific levels of service a Customer can expect against defined criteria, including numerical targets and compensation for non-performance.

**“Ticket Number”** means a reference number provided by BT to a Customer reporting an Outage.

**“Universal Discount Scheme”** means the VPN Universal Discount Scheme as set out in the BT Price List.

**“VPN”** means a Virtual Private Network, provided to the Customer by BT, being a network which appears private to its users whilst being provided on a shared infrastructure and restricting communication to those Sites belonging to the VPN.

### 2 Service Description

The Service offers a range of data services to allow the Customer to create a Virtual Private Network (VPN) using IP at a variety of speeds over the BT Network. The Service provides Access Connections in order to create a hub or mesh network. The Service will be configured and designed as per the Customer Requirement Form. The Service is delivered to the Site via Access Connections and terminated on a Network Terminating Unit enabling provision of the Service by BT to the Network Terminating Unit.

#### 2.1 Helpdesk and Fault Management

The Service will be maintained to the Service Care Level detailed in the BT Price List unless otherwise agreed by the Parties.



BT will respond only to faults in the Service which are either reported under the Support Services Section (if applicable) or by the Customer Contact. BT will not respond to any other person in relation to any reported fault. BT accepts no responsibility for any faults on any service, facility, or equipment not provided by BT to the Customer under the Service Schedule. Calls to the Repair team (0800 085 3785) will be answered 24 hours a day, 7 days a week, 365 days a year. The Repair team will not deal with Helpdesk queries.

The Customer acknowledges that, prior to reporting a fault to BT in accordance with this paragraph; it will carry out an initial diagnosis to ensure that only faults in the Service are reported to BT.

To enable the Customer's faults to be logged accurately, when reporting a fault the Customer will provide all information reasonably required by BT in connection with the fault, such as the Site location or service/circuit number. BT will then give a fault reference number to the Customer.

Following the report of a fault in accordance with the procedures specified above, BT will respond 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 the Customer;
- (b) where possible, carrying out diagnostic checks from BT premises; or
- (c) where considered necessary by BT, visiting the Sites or a point in the BT network only if the action in (a) or (b) above does not result in the fault being diagnosed or cleared.

BT shall take all proper steps to correct the fault without undue delay, in accordance with the applicable Service Care Level.

If a fault in the Service is reported by the Customer and BT does work to correct it but finds there is no such fault, or finds it has been caused by some act or omission of the Customer or if BT agrees to attend a Site outside the normal working hours appropriate to the applicable Service Care Level, BT may charge the Customer for the work.

When the fault has been cleared, BT will, unless otherwise agreed, immediately contact the Customer to notify them that the Service has been restored. The Customer will confirm within twenty (20) minutes of a request by BT to do so whether or not the fault has been cleared. If the Customer does not contact BT within the stated period, the fault shall be deemed to have been cleared.

## **2.2 Service Options**

Service options are shown in the BT Price List. From time to time BT may introduce new options for the Service. Such options will be notified to the Customer via publication in the BT Price List not less than 3 days before the option becomes available.

BT may offer updates or modifications to the Software or documentation. Any applicable charges for such updates or modifications will be notified to the Customer at the time BT offers such updates or modifications.

## **3 Service Delivery**

3.1 BT will configure the Network Terminating Unit and the Access Connections so that IP traffic can be transmitted onto the BT Network. BT will conduct a set of standard tests to ensure that connectivity has been achieved between the BT Network and Customer equipment at the Site. BT will conduct a set of standard tests to ensure that the configuration is functioning correctly. The Customer will provide BT with all reasonable assistance in carrying out such work. On successful completion of the tests, acceptance by the Customer of the Service at that Site shall be deemed to have taken place.

3.2 Unless otherwise agreed between BT and the Customer, all delivery, installation and commissioning work to be performed by BT under the Service Schedule will be carried out on Business Days.

3.3 If, through no fault of BT, BT is unable to carry out an installation at or gain access to a Site or BT is unable to complete the installation, BT shall not be liable to the Customer for any failure or delay in providing the Service by the CCD. In these circumstances, BT may charge the Customer any reasonable additional costs and expenses incurred.

## **4 Provision of Service by Special Means**

Where the Service enables the connection between a point in BT's Licensed Area and a point in either the Hull Area, the Isle of Man, the Channel Islands or the Republic of Ireland, the Contract applies only to the provision of Service which BT is authorised to run by a licence and;

- (a) BT may terminate or suspend the Service summarily without prior notice to the Customer if the provision of service outside the BT Licensed Area is terminated or suspended;



- (b) the Customer is responsible for making application for service to the telecommunications provider in the Hull Area, the Isle of Man, the Channel Islands or the Republic of Ireland as the case may be and for compliance with that provider's conditions.

**5 Customer Responsibilities**

- 5.1 Except and to the extent that BT is obliged to do so under this Contract, the Customer will provide and maintain its own LAN and/or WAN and ensure that the LAN protocols and applications it uses will operate satisfactorily over WAN connections using the Service.
- 5.2 Unless the Customer is expressly authorised by BT to do so, the Customer is prohibited from making any change to the public telecommunication infrastructure at a Site, including the termination point. The Customer is responsible for ensuring that it does not disturb the traffic on the Network nor put the Service in danger by its action or omission.
- 5.3 Unless BT is obliged to do so under a separate Section of the Service Schedule, the Customer will provide, at its own cost, any necessary internal cabling between the BT Equipment and any Customer Equipment (including PBX or PTSP distribution frame, as the case may be). The Customer is responsible for ensuring that cabling and its maintenance are supplied. Such cabling is outside the SMB for any service.
- 5.4 Some Services require or enable the Customer to provide a PSTN, ISDN or broadband line(s). The Customer will pay all Charges related to provision and use of and report any incidents in such lines directly to the supplier. The lines may only be used in connection with the Service.

**6 Service Levels**

The Service Level Agreement is set out in paragraph 1 of Section 9 (Service Level Agreements).

**7 Termination Charges**

The termination charges are set out in paragraph 2 of Section 10 (Termination Charges).



## SECTION 3 IP CONNECT GLOBAL

### 1 Definitions

The following definitions apply in this Section as well as paragraph 2 Section 9 and paragraph 3 of Section 10, in addition to those in the Conditions.

“**Indicative Delivery Date**” means an estimated delivery date provided to the Customer by BT after the Customer has signed the Order.

“**Managed Router(s)**” shall have the meaning given in paragraph 2.5.

“**Service Level Agreement**” means the Service Level Agreement in paragraph 2 of Section 9.

### 2 Service Description

The Service is a private, global, IP-based VPN service based on Multi Protocol Label Switching industry standards that provides the Customer with any-to-any connectivity and differentiated performance levels, prioritisation of delay and non-delay sensitive traffic as well as voice and multi-media applications, all on a single network. The Service allows the creation of a private, secure VPN(s) for the Customer so that any Site within the Customer IP VPN can directly communicate with any other Site within the same Customer IP VPN.

The Service consists of Access, Port(s) and Class of Service (“CoS”) and can be supplied with or without Managed Routers at each Site. Managed Routers are mandatory for some options.

#### 2.1 Access

The following types of access to the BT Network are available;

- Leased Line.
- Digital Subscriber Line (“DSL”).
- Ethernet.

Not all types are available in all locations and not all are suitable for all the Customer’s applications. The applicable access type shall be defined on the Order:

##### 2.1.1 Leased Line Access

Leased Line Access is a dedicated circuit from a Site to the nearest BT Network point of presence (POP), and is capable of carrying all CoS.

##### 2.1.2 DSL

Below are the following DSL options. The applicable option type shall be defined by the Customer on the Order:

- Business DSL Premium with a contention ratio of the DSL Access Line speed to the expected throughput (“contention”) of between 1:1 and 1:8 depending on location and supplier. It is suitable for all CoS.
- Business DSL Plus with contention between 4:1 and 10:1, suitable for AF and DE Classes.
- Business DSL Standard with contention greater than 10:1, suitable for DE Class. (Managed Routers are mandatory).

The port speed will be set to the DSL speed, and traffic may burst to the access speed if bandwidth is available. Typical throughput will be limited by the contention ratio.

Note: In some locations in the UK, DSL is supplied using 'Rate Adaptive' broadband technology, which does not run at fixed speeds and is determined by the fastest speed that the Customer’s analogue direct exchange line can support. BT will have no liability to the Customer for failing to reach specific speeds.

Following the Operational Service Date, a period of up to ten (10) Business Days, dynamic line management will take place to stabilise the line at the most appropriate speed. During this time short outages may occur which are excluded from Availability calculations in the Service Level Agreement.

If the Customer provides DSL Access, the Customer is responsible for the functionality, maintenance and all charges related to this access. BT will not provide DSL services if the Customer provided access is connected to a PBX or related equipment.

If BT provides the DSL local loop access, BT will deliver the DSL up to a defined demarcation point. Telephony services on the DSL will be disabled and the line may only be used with the Service.

DSL Orders are subject to survey, that is a check to determine if BT's supplier can deliver the DSL. If the initial enquiry shows that the Service is available, but later it is found that it cannot be delivered, BT will inform the Customer of alternative access options and charges. The Customer may order an alternative access or cancel the Order for that Site.

If this happens at either five (5) Sites or 20% of Sites (whichever is greater), then the Customer may either order alternative access types, or cancel the entire Order for all Sites. In this case the Customer shall pay Charges for work already performed by BT to deliver Service to all Sites specified in the Order, and for termination of any Service already delivered.

### 2.1.3 Ethernet

Premium Ethernet Access; a dedicated Ethernet access circuit connecting a Site to the BT Network is available in some locations. The following options are available, the Customer must state on the Order which option is required;

- Premium Ethernet with a contention ratio of the Ethernet line speed to the expected throughput ("contention") of 1:1. It is suitable for all CoS. The following limitations apply:
  - (a) framing overheads will reduce IP throughput by up to 9% of the "headline" access speed; and
  - (b) the maximum EF traffic is 50% of port speed.
- Ethernet Plus with contention <10:1 suitable for AF and DE Classes.
- Standard Ethernet = with 10:1 – 50:1 contention, suitable for DE Class.

### 2.2 Port

The port is the point where the access is connected to the BT Network. If the access speed exceeds the port speed traffic shaping will be used to limit the use of access capacity to the port speed.

### 2.3 Class of Service ("Class or CoS")

CoS is a means of providing differentiated service across an MPLS network allowing congestion avoidance and management. The Customer's traffic can be either "In-Contract" or "Out-of-Contract". In-Contract traffic is data sent by the Customer within the configuration rules specified by BT and is supported by the Service Levels set out in paragraph 2 of Section 9 of this Service Schedule. Out-of-Contract traffic is data sent by the Customer outside the configuration rules specified by BT and is not supported by the Service Levels set out in paragraph 2 of Section 9 of this Service Schedule.

The Service has three (3) types of application Class (EF, AF and DE). Up to four (4) separate AF Classes can be ordered adding up to six (6) Classes in total. CoS varies based on application type and speed, but the Access Line and the port must have the same or greater bandwidth than the total contracted rate per CoS, (note the contracted rate for each AF Class is counted separately). The Customer's applications mapping policy to the appropriate CoS, based on the applications operating across the Customer VPN, is set in consultation with BT. Any traffic not identified as part of a subscribed CoS will be marked DE. The prioritisation of data within the Service is set out below.

**Expedited Forwarding, "EF Class"** is for voice over IP applications. The Customer must specify the amount of EF Class traffic, "contract rate", required. There is no bursting capability for EF Class traffic, and any traffic above contract rate will be dropped.

**Assured Forwarding, "AF Class"** is for delay-sensitive data traffic. The Customer specifies the amount of AF Class traffic ("In-Contract Bandwidth"). Traffic may burst above the contract rate if bandwidth is available ("Out-of-Contract Bandwidth"). The assured throughput for each AF Class is the In-Contract Bandwidth for that CoS. Traffic in excess of the In-Contract bandwidth in any AF Class will be marked Out-of-Contract Bandwidth.

**Default "DE Class"** is for delay tolerant applications. DE Class is not ordered separately and is included in the Charge for the port. DE Class can burst to port speed if other Classes are not using the bandwidth. DE traffic is "bleached", as it carries no priority over and above the other CoS. Some access types allow this bleaching to be turned off if specified by the Customer in the Order.

#### 2.3.1 Customer Traffic Marking

If the Customer is marking its own traffic (either the Customer has ordered Managed Routers with Differentiated Services Code Point ("DSCP") transparency or has Unmanaged BT or Unmanaged Customer Routers) then:-

- (a) only AF traffic that is marked as low drop probability (afx1) or using the class selector (csx) and is within the specified contract bandwidth will be carried as In-Contract Bandwidth. All other AF traffic

will be treated as Out-of-Contract Bandwidth even if the total traffic for that AF class is less than the specified In-Contract Bandwidth; and

- (b) the Customer must mark DE traffic with the DSCP marking used by BT before transmitting it to the BT Network.

## 2.4 Service Optional Features

### 2.4.1 Multiple VPN (mVPN)

Multiple VPN can be ordered for Sites with Access Lines connecting directly to the BT Network. It enables the Customer to define more than one VPN within its network and connect Sites to a number of VPNs. Multiple VPN cannot be provided over DSL.

The Customer can partition routing and traffic between Sites securely right up to the LAN port. Each Site can be a member of some or all of these VPNs allowing Communities of Interest (COINs) to be set up. BT will not provide any connectivity between the VPNs.

If a Managed Router supports connectivity to Multiple VPNs, traffic from each VPN will be routed to a dedicated LAN or sub interface on that router.

Each Site must have one VPN connection designated as the primary VPN for management connectivity.

CoS specifications can be aggregated either across the port or per VPN at each Site.

For Ethernet access each VPN is logically presented through the use of 802.1q vlans (virtual local area network) standard.

If the Customer orders Multiple VPNs to a Site, then the CoS policy may be applied to the whole of the Customer's access ("CoS Policy per Access" (CPpA)) or it may be applied to the individual VPN connections (CoS Policy per Connection "CPpC"). In some locations there will be no choice and only CPpA or CPpC will be available.

### 2.4.2 Multiple Routes

The Customer may order either or both of the following options, but the aggregate number of preferred routes may not exceed five (5).

#### 2.4.2.1 Multiple Default Routes.

If the Customer is using a routing Gateway to other services, such as the Internet, the Customer may select up to five (5) Sites through which connection to the other service occurs. This enables the Customer to provide regional access to those services.

#### 2.4.2.2 Multiple Specific Routes.

The Customer can order up to five (5) routes to the same addresses to manage traffic loads to Site(s) with multiple Access Lines. Each of the Access Lines is declared a routing Gateway.

For both options, all other Sites select a preferred routing Gateway. If the preferred Gateway fails the Service automatically redirects traffic to another routing Gateway.

### 2.4.3 Access Options ("Resilience") (BT Managed Routers are mandatory)

Different access options can be ordered to improve availability at a Site(s). Not all options are available in all locations.

Access Option	Primary	Secondary	Comments
"Standard"	Any access type	None	Single router.
"Access Back-up"	Leased Line or Ethernet	DSL or Superfast	Some configurations require two (2) separate routers on the same LAN segment.
"Secure"	Leased Line or Ethernet	Leased Line or Ethernet	Requires two (2) separate routers on the same LAN segment. Connected to same POP.
"Secure+"	Leased Line or Ethernet	Leased Line or Ethernet	Requires two (2) separate routers on the same LAN segment. Connected to two different POPs.

Except for Standard Access, if the Primary Access (or Managed Router or POP as appropriate) fails, traffic will be re-routed to the Secondary Access. The Secondary Access may be of equal or less bandwidth than



the Primary Access. If the Customer orders different CoS on the Primary Access and Secondary Access, it may not be possible to carry all traffic effectively on the Secondary Access.

The Customer may only use the Secondary Access during a failure of the Primary Access. BT reserves the right to increase the port Charge if the Customer uses both ports at the same time.

## **2.5 Service Packs**

The service packs listed in the Charges table in paragraph 7 are not available in all locations. Each pack and, if applicable, delivery frequency must be specified on the Order. Additional Charges, which will be stated on the Order, will apply for service packs unless paragraph 2.5, 2.6 or 2.7 state otherwise.

### **2.5.1 Technical Advisory Service**

BT will provide analysis of specific problems, analyse and evaluate current and future network requirements.

## **2.6 Routers**

BT will provide the routers, BT will install them and manage their maintenance, monitoring and configuration; these routers are “Managed Routers”. A number of maintenance service options are available, which may vary from country to country. The maintenance service option, which applies to severity 1 incidents, must be stated on the Order for each Site.

The Managed Router service includes router configure and commission, change management (additional Charge applies) and proactive fault management (additional Charge applies), none of which can be provided with Unmanaged BT Routers or Unmanaged Customer Routers.

All routers for this Service in any BT network must be Managed Routers.

### **2.6.1 Router Configure and Commission**

The Managed Routers and network service will be configured and installed (both hardware and software) to deliver connectivity for the Customer’s traffic across the network.

BT will perform network commissioning and acceptance testing (up to layer 3 of the Open Systems Interconnection Reference Model) before giving the Customer the design and configuration details.

### **2.6.2 Change Management**

The Customer can order change management in which BT will perform routine software configuration and upgrade tasks remotely on Managed Routers. The Customer can order change management with up to five (5) defined changes per Managed Router, per year for a monthly charge. Alternatively, changes can be requested and be charged “per occasion”.

BT will be responsible for network design and will ensure that any proposed reconfigurations of Managed Routers do not conflict with the existing Customer network. If any network changes are required they will be made at the same time. If the network changes require changes to port and/or access speeds, then port and/or access reconfiguration charges will apply.

BT will archive Managed Router configuration files and restore configurations if a Managed Router fails. BT will store copies of the three (3) most recent configurations for each Managed Router.

BT will provide software maintenance for Managed Routers ensuring that the level of software is appropriate. Before any upgrade, BT will evaluate the impact to the Customer’s network.

BT will provide upgrades to OS versions as the manufacturer makes them obsolescent or if changes to the Service required by the Customer require a later release of software.

The Managed Routers will be configured so that new software can be downloaded to the Managed Router, in addition to the existing Managed Router configuration.

Additional charges will apply if a hardware upgrade is necessary to support the software upgrade.

### **2.6.3 Proactive Management for Managed Routers**

The polling and monitoring of Managed Routers are at two (2) minute intervals. BT will perform initial diagnostics and take appropriate action on any incidents within fifteen (15) minutes.

Some limitations currently apply to the proactive management of a Standard DSL Access when part of “Access Back-up” resiliency using a single CE.

## **2.7 Shared Access**

Shared access enables the Customer to share its access connection(s) with or share the access connection(s) of another IP Connect Global customer in order to create a mutual VPN(s), as agreed between them under a separate agreement. The terms and conditions that apply are specified in the “Shared Access

Consent Form”, which both the Customer and the other customer must sign.

## **2.8 Service Centre**

The Customer may request and BT may agree to provide additional telephone numbers to give the Customer Contact access to up to three (3) additional regional service centres which can provide support in a small number of additional languages. There is an additional Charge for these numbers. BT reserves the right to withdraw the additional numbers at any time.

## **3 Service Delivery**

3.1 For Service with Managed Routers, BT will configure the equipment, CoS and access, so that traffic can be transmitted from one Site to another, and conduct a set of standard tests to ping the Managed Router. The OSD occurs on successful completion of the tests.

3.2 For the purposes of paragraph 3.1 above, the Customer may wish to migrate its traffic after BT has conducted its standard tests. In these circumstances OSD occurs when BT has successfully completed its standard tests. BT can assist with traffic migration after the OSD subject to an additional charge.

## **4 BT Service Management Boundary (SMB)**

4.1 For Service with Managed Routers, the SMB is the LAN port on the Managed Router. This includes provision, maintenance and management of all elements up to this SMB. The cable which connects to the Customer Equipment is the responsibility of the Customer.

## **5 Fault Management**

5.1 If BT detects or the Customer reports an Incident, BT will do the following:

- (a) Network Incidents. BT will respond to reported incidents without undue delay.
- (b) Access Incidents. BT will work with the relevant supplier to restore service as soon as practicable during Local Contracted Business Hours.
- (c) BT Equipment Incidents. If possible BT will fix the Equipment remotely. If necessary, BT or its supplier will visit the Site as soon as reasonably practicable during Contracted Maintenance Hours.

5.2 BT is not responsible for rectifying any incidents:-

- (a) in any Customer, host or LAN application;
- (b) in any cable, connector or interface between the BT Equipment and any Customer Equipment;
- (c) in any equipment or device that is not provided by BT; or
- (d) beyond the Service Management Boundary.

## **6 Customer's Responsibilities**

6.1 The Customer may not use any BT provided DSL to make or receive PSTN calls.

6.2 The Customer may not make changes to the line or any telephony service on the line, without BT's prior written agreement. Any costs incurred by BT for such changes will be charged by BT to the Customer.

6.3 Unless BT has agreed to provide elsewhere under the Contract, the Customer is responsible for the providing all service items (e.g. internal cabling) from the DSL Local Loop Access demarcation point to the Managed Routers. The Customer is responsible for ensuring that all such service items (including internal cabling) and its maintenance are supplied. Such cabling is outside the SMB for any service.

6.5 Except and to the extent that BT is obliged to do so under this Contract, the Customer will provide and maintain its own LAN and/or WAN and ensure that the LAN protocols and applications it uses will operate satisfactorily over WAN connections using the Service.

6.6 Unless the Customer is expressly authorised by BT to do so, the Customer is prohibited from making any change to the public telecommunication infrastructure at a Site, including the termination point. The Customer is responsible for ensuring that it does not disturb the traffic on the Network nor put the Service in danger by its action or omission.

6.7 Some Services require or enable the Customer to provide a PSTN, ISDN or broadband line(s). The Customer will pay all Charges related to provision and use of and report any incidents in such lines directly to the supplier. The lines may only be used in connection with the Service.

## **7 Charges**

The Charges for the Service will comprise some or all of the following components, depending upon the options selected on the Order:



Pricing Element	One-time Charge	Recurring Charge	Notes
Access (BT Provided)	Install/De-install	Monthly	Charges vary by speed, access option, location and whether each access is protected or unprotected.
DSL Local Loop	Install/De-install	Monthly	For BT provided DSL Local Loop.
Port	Install/De-install	Monthly	Charges vary by speed, Class of Service, location and resilience (whether primary or secondary).
BT Equipment (Managed Routers)	Install/De-install Upgrade	Monthly	Charges will be based on the equipment model, cards, location and maintenance and management options ordered.
Multiple VPNs on an Access (including Shared Access)	Install/De-install	Monthly	Charge applies to all but the primary VPN.
Additional BGP Prefixes	Install per router, per VPN with BGP	Monthly per router, per VPN with BGP	Standard offer includes up to 50 prefixes per VPN per router. Note: for this pricing element “router” means Managed Routers, Unmanaged BT Routers and Unmanaged Customer Routers.
<b>Service Packs</b>			
Technical Advisory Services	Per project	None	Charged per day for each technical advisory option (instant network analysis, ad hoc or call off consultancy) ordered.
Change Management	None	Monthly	Managed Routers only - charge is based on the number of Sites.
Additional Service Centre numbers	Set-up	Monthly	

**7.1 Re-configuration Charges**

- 7.1.1 Change of port speed. A port install Charge applies to the new port. There is no-de-install charge for the old port. In addition the Customer will pay any charges that BT has to pay the access supplier for any changes to the access.
- 7.1.2 CoS changes will incur a port reconfiguration charge.
- 7.1.3 Changes to access speed or location will incur installation charges for the new access and de-installation charges for the old access.
- 7.1.4 Changes to Managed Routers will incur installation charges for new hardware or change in location, and de-installation charges for replaced or re-located hardware.
- 7.1.5 DSL upgrade or downgrade will incur a one-time charge.
- 7.1.6 The Customer may request up to two (2) tests of a resilient access type during any twelve (12) Months. There will be charges for additional tests.

**8 Service Levels**

The Service Level Agreement is set out in paragraph 2 of Section 9 (Service Level Agreements).

**9 Termination Charges**

The termination charges are set out in paragraph 3 of Section 10 (Termination Charges).



## SECTION 4 ETHERNET CONNECT UK

### 1 Definitions

The following definitions apply in this Section as well as paragraph 1 Section 9 and paragraph 4 of Section 10 where appropriate in addition to those in the Conditions.

**"Contracted Maintenance Hours"** means the times when BT shall provide maintenance for BT Equipment. These shall be 24 hours per day, seven days per week, 365 days per year unless stated otherwise.

**"Managed Router"** means a Router managed by BT provided at a Site as part of the Service.

**"Minimum Period"** means the applicable Minimum Period set out in paragraph 7.

**"Order"** shall have the meaning given to it in the Conditions and shall include the Customer Requirement Form which the Customer is required to complete to BT's satisfaction; the Customer Requirement Form captures detailed Service specific information.

**"Service Level Agreement"** means the Service Level Agreement in paragraph 4 of Section 9 (Service Level Agreement).

### 2 Provision of Service

2.1 Each Service or part of the Service shall have a Minimum Period. Following expiration of the Minimum Period the Service shall continue in full force and effect unless or until terminated by either Party in accordance with the Conditions or this Section of the Service Schedule.

2.2 BT will provide the Service(s) as described in this Section of the Service Schedule.

2.3 BT will provide a range of information about the Service provided and managed by BT, which depending on the Service, may be a handbook or access to a website.

2.4 If BT detects or the Customer reports a fault, BT will do the following:

- **Network Faults.** BT will respond to reported faults without undue delay.
- **Access Faults.** BT will work with the relevant supplier to restore service as soon as practicable during Local Contracted Business Hours.
- **BT Equipment Faults.** If possible BT will fix the problem remotely. If necessary, BT or its supplier will visit the Site as soon as reasonably practicable during Contracted Maintenance Hours.

BT is not responsible for rectifying any faults:-

- in any Customer, host or LAN application;
- in any cable, connector or interface between the BT Equipment and any Customer Equipment;
- in any equipment or device that is not provided by BT; or
- beyond the Service Management Boundary.

### 3 The Customer's Responsibilities

3.1 Some Services require the Customer to provide a PSTN. The Customer will pay all Charges related to provision and use of and report any faults in such lines directly to the supplier. The lines may only be used in connection with the Service.

3.2 Except and to the extent that BT is obliged to do so under this Contract, the Customer will provide and maintain its own LAN and/or WAN and ensure that the LAN protocols and applications it uses will operate satisfactorily over WAN connections using the Service.

3.3 Unless BT is obliged to do so under a separate Section of this Service Schedule to this Contract, the Customer will provide, at its own cost, any necessary internal cabling between the BT Equipment and any Customer Equipment (including PBX). The Customer is responsible for ensuring that cabling and its maintenance are supplied. Such cabling is outside the SMB for any service.

3.4 If Third party software is required in order to operate the Services, the Customer is responsible for ensuring that it has the appropriate number and type of software licences and that any applications (other than ones provided by BT as part of the Service) are compatible with the Service.

3.5 The Customer acknowledges that any voice Service provided by BT may not be capable of either calling emergency services and/or correctly identifying the caller's location to the emergency service. The



Customer agrees that it is responsible for ensuring that it puts appropriate measures in place to enable Users to call emergency services.

#### **4 Charges and Payment Terms**

4.1 The Customer will pay the Charges for the Service and any optional Service features (including upgrades and re-configuration) as set forth in the relevant Order in accordance with the Conditions.

4.2 For the purpose of calculating a charge payable for any period:

- (a) each period will begin on the first day of the relevant Month; and
- (b) for any period where Service is provided for less than one Month, the Recurring Charges will be pro rata on a daily basis.

#### **5 Service Levels**

The Service Level Agreement is set out in paragraph 3 of Section 9 (Service Level Agreements).

#### **6 Termination Charges**

The termination charges are set out in paragraph 3 of Section 10 (Termination Charges).

#### **7 Service Specific Provisions and Amendments**

The following Service specific provisions and amendments to paragraphs 1 to 6 above apply, depending on the elements of the Service that have been selected.

### **PART A ETHERNET CONNECT E-LINE**

#### **1 Definitions**

The following definitions shall apply to the provision of the Service, in addition to those in the Conditions.

“**Contract Year**” means a period of 12 Months commencing on the date the Core Commitment Package (CCP) is initially set up and each subsequent period of 12 Months thereafter.

#### **2 Service Description**

The Service comprises end to end connectivity between Network Terminating Unit (NTU) at the Sites, so providing the Customer with the ability to connect its Sites together in an Ethernet Virtual Private Network and transmit data / voice / video between them. The Service is available as a single EVC or as multiple EVCs. The Service operates over dedicated circuits (which the Customer may already have had installed by BT or which the Customer procures from BT); these dedicated circuits connect the Sites to the BT Network.

The Service provides the data transmission path from one Site to another. It can be used as:

- Point to point; or
- Point to multipoint; or
- Fully meshed connection.

#### **2.1 Service Components**

The Service has two configuration parameters, which will be selected by the Customer and set out on the Order:-

- Traffic Class (Premium, Standard, Default and Multicos);
- Service Bandwidth.

**Premium Traffic Class** is configured so that the committed data rate (CDR) is equal to the peak data rate (PDR), which is equal to the Service Bandwidth. All the traffic within the Service has equal priority and the full bandwidth rate can be utilised. Frames will only be discarded if traffic exceeds this limit.

**Standard Traffic Class** is configured so that the CDR is set at 20% of the PDR, and PDR is equal to the Service Bandwidth. Traffic exceeding the CDR rate will be allowed into the BT Network up to a maximum value of PDR, dependent upon availability of space used by all equivalent traffic.

#### **Multi Cos**

Frames are carried across 3 BT core network queues according to their priority markings. The Customer can mark each Frame with one of 5 priority markings. The Cos Option is specified at the time the Order is taken. The Customer carries out marking as part of its network management processes.

#### **Default Cos**

Units of Ethernet Layer 2 data (“Frames”) are carried across a single BT core network queue.

The Customer can mark each Frame with 2 priority markings. Up to 20% of the Customer’s Frames can be marked with the higher priority; the Cos Option is specified at the time the Order is taken. The Customer carries out marking as part of its network management processes.

The Customer may have a mixture of CoS Services over the dedicated circuits.

There are a range of Service Bandwidth options available, which the Customer can select when completing the Order.

### **2.2 Access Methods**

The Customer may utilise its existing dedicated circuits (subject to survey by BT) or procure dedicated circuits from BT to provide the physical connectivity between the Site and the BT Network. The dedicated circuits are available to the Customer subject to additional terms and conditions as specified in the Etherway Service Section.

### **3 Minimum Period**

The Minimum Period for this Service shall be a period of one Month, calculated from the Operational Service Date.

### **4 Service Delivery**

4.1 BT will conduct a standard set of commissioning tests to ensure the configuration of the Service is correct. Unless the Customer first starts to use the Service beforehand the Operational Service Date for the Service occurs on the successful completion of tests.

4.2 Service Bandwidth upgrades are permitted within the Minimum Period; however, Service Bandwidth downgrades shall only be effective on expiry of the Minimum Period.

### **5 BT Service Management Boundary**

5.1 The Service Management Boundary is the physical Ethernet interface on the Customer side of the NTU on the associated dedicated circuit. This includes provisioning, maintenance and management of all elements up to this Service Management Boundary.

### **6 Charges and Payment Terms**

6.1 The Service has a one-time activation charge, which will appear on the Customer’s first invoice.

6.2 The Service will also incur a rental charge which will be invoiced quarterly in advance. Charges for the Service will depend on the Service Bandwidth taken, the type of Traffic Class selected and the pricing band of the BT Network nodes serving the connected Sites.

6.3 The Core Commitment Package (CCP) offers discount on rental charges for the Service. The Customer commits to spend a specified amount on the Service (the Committed Spend) during a Contract Year. The Committed Spend is a value of gross undiscounted spend; in doing so, the Customer makes a commitment to achieve at least 90% of the Committed Spend during the Contract Year (“the Contract Floor”).

6.4 Unless the Customer formally terminates the CCP or amends the Committed Spend, subject to paragraph 2 below, the CCP will continue automatically for subsequent Contract Years with the same level of Committed Spend.

The CCP cannot be amended during the Contract Year; it can only be amended for the next Contract Year.

The discount varies depending on the level of Committed Spend. At the commencement of the CCP, BT uses the Committed Spend to calculate a fixed discount percentage, which will apply during that Contract Year.

At the end of each Contract Year, BT will assess a Customer's actual spend against Committed Spend. Following this assessment, one of the following will occur:



1. If the Customer has achieved the Contract Floor, the CCP will apply for the next Contract Year, unless the Customer formally applies to terminate the CCP or to amend the Committed Spend.
2. If the Customer does not achieve the Contract Floor, BT may levy a Default Charge. This will be calculated as 20% of the difference between the Customer's actual spend and the Contract Floor. Where the Contract Floor has not been achieved the CCP cannot apply to the next Contract Year at the same level of Committed Spend. BT will contact the Customer, offering the option to reduce Committed Spend or terminate the CCP. If the Customer takes no action, standard charges will apply.

After termination of the CCP standard charges will apply.

#### **7 Service Provided Over Etherway Access (Copper) or Etherway Access (Superfast)**

Where the Service is provided over Etherway Access (Copper) or (Superfast), for the purposes of paragraph 2.1 in the Service Level Agreement, BT will aim to restore Service within 7 hours of the fault being reported ("Express Care").

### **PART B ETHERNET CONNECT E-LAN**

The provisions of the Ethernet Connect E-Line service will apply subject to the following variations being applied to the specific provisions and amendments in Part A above for Ethernet Connect E-Line

#### **1 Service Description (this replaces section 2 of the Ethernet Connect E-Line Annex in its entirety)**

Ethernet Connect E-LAN ("the Service") provides connectivity between an Etherway and an Ethernet Local Area Network (ELAN) The Service comprises connection of the Site and an ELAN Closed User Group to provide the Customer with the ability to connect Sites together in an any-to-any configuration and transmit data between them. The Service is available as a single EVC or as multiple EVCs. The Service operates over dedicated circuits (which the Customer may already have had installed by BT or which the Customer procures from BT); these dedicated circuits connect the Sites to the BT Network.

The Service provides the data transmission path from one Site to the ELAN CUG. It can be used as:

- Point to multipoint; or
- Fully meshed, or
- Any-to-any connection.

#### **1.1 Service Components**

The Service has two configuration parameters, which will be selected by the Customer and set out on the Order:-

- Service Bandwidth
- Class of Service

There are a range of Service Bandwidth options available, which the Customer can select when completing the Order.

There are 2 Class of service schemes.

#### **Multi Cos**

Frames are carried across 3 BT core network queues according to their priority markings. The Customer can mark each Frame with one of 5 priority markings. The Cos Option is specified at the time the Order is taken. The Customer carries out marking as part of its network management processes.

#### **Default Cos**

Units of Ethernet Layer 2 data ("Frames") are carried across a single BT core network queue.

The Customer can mark each Frame with 2 priority markings. Up to 20% of the Customer's Frames can be marked with the higher priority; the Cos Option is specified at the time the Order is taken. The Customer carries out marking as part of its network management processes.

#### **1.2 Charges**



Rental charges apply to the Service and will be invoiced quarterly in advance.

Charges for the Service will depend on the Service Bandwidth taken, the Class of service option selected and the pricing band of the BT Network nodes serving the connected Sites.

## **PART C ETHERWAY ACCESS (FIBRE)**

### **1 Definitions**

The following definitions shall apply to the provision of the Service, in this Section as well as paragraph 3 Section 9 and paragraph 3 of Section 10 in addition to those in the Conditions and the applicable Section of this Service Schedule.

**“Diversity”** means that the fibre paths for each circuit reside in separate cables but the cables may not reside in separate ducts. There is no assurance against duct failure at any point on the 2 circuits. In the event that both circuits fail, the provisions of the Service Level Guarantee shall apply.

**“Port Based”** means that the BT Ethernet Connect E-Line Service does not require VLAN tagging and only a single EVC can route through the Service.

**“VLAN Aware”** is the name given to a feature which allows BT Ethernet Connect E-Line Service to be separated logically by VLAN tags in accordance with IEEE 802.1q, enabling multiple EVCs to run over the Service.

### **2 Service Description**

The Service comprises one or more dedicated circuits connecting a Site to the BT Network, so providing connectivity between the Customer's Site and the BT Network.

#### **2.1 Service Components**

There are three configuration parameters for the Service:

##### **2.1.1 Resilience**

The standard access configuration gives a single physical path from the Site to the BT Network and provides no resilience against failure.

The Protected resilience configuration provides two paths from the Site to the BT Network. The primary path carries the Customer's traffic and the failover path carries the Customer's traffic in the event of failure on the primary path. If the primary path fails, traffic will automatically be re-routed via the failover path without any intervention from the Customer. The two paths are planned so that they are diversely routed. They are monitored to ensure the paths remain diverse. Both primary and failover paths will be the same speed and terminate on the same Node. The Customer must not use the failover path at any time other than during a failure of the primary path.

Diverse resilience provides 2 separate circuits connected to a single PoP. The circuits are provided to the Customer on separate NTU. Each circuit can be a different bandwidth and both circuits can be used simultaneously. Diversity between the 2 circuits is provided between the Customer and the PoP. BT does not provide controlled traffic switching in the event of Service failure.

Diverse Plus provides 2 separate circuits connected to 2 separate PoPs. The circuits are provided to the Customer on separate NTU. Each circuit can be a different bandwidth and both circuits can be used simultaneously (although this is subject to an incremental & additional charge). Diversity between the 2 circuits is provided between the Customer and the 2 PoPs. BT does not provide controlled traffic switching in the event of Service failure.

##### **2.1.2 Port Configurations**

The Customer has a choice of 2 Port configurations which are selected at the time of order of the Etherway Access.

In the **“VLAN Aware”** configuration, multiple EVCs of the BT Ethernet Connect E-Line Service can route over the same Service. The EVCs are separated logically by VLAN tags in accordance with IEEE 802.1q, as specified in the IEEE 802.1q definition. The Customer Equipment must be capable of supporting this feature. The Customer can chose the VLAN IDs for each EVC or these can be allocated by BT.

In the **“Port Based”** configuration only a single EVC of the BT Ethernet Connect E-Line Service can route over the Service. This configuration does not require the Customer Equipment to provide VLAN tags.





### 2.1.3 Bandwidth

The Service is available in either 10Mb, 100Mb, 1Gb or 10Gb.

The 10Mbit/s bandwidth option is provided with a 10base T interface.

The 100 Mbit/s bandwidth option is provided with a 100 base T interface.

For the 1 Gbit/s bandwidth option the Customer has a choice of either a 1000 baseSX or 1000 baseLX interface.

The 10 Gb bandwidth option is provided with a 10,000 base LR interface and the VLAN option must be chosen.

### 3 Minimum Period

The Minimum Period is 12 Months unless otherwise stated on the Order, calculated from the Operational Service Date.

### 4 Service Delivery

BT will configure the Service and conduct a set of standard commissioning tests to ensure that the configuration at a Site is functioning correctly. Unless the Customer first starts to use the Service beforehand the Operational Service Date for a Site occurs on successful completion of the tests at that Site.

### 5 BT Service Management Boundary

The Service Management Boundary is the physical Ethernet interface on the Customer side of the NTU provided by BT. This includes provisioning, maintenance and management of all elements up to this Service Management Boundary.

The physical interface will be provided in accordance with SIN360 available at [www.sinet.bt.com](http://www.sinet.bt.com)

### 6 Charges and Payment Terms

6.1 The Service has a one-time Installation Charge.

6.2 Rental Charges will be invoiced quarterly in advance.

6.3 Installation and recurring Charges will depend on the Resilience and Bandwidth options selected by the Customer.

6.4 An Etherway Term Discount (ETC) is available on recurring rental Charges. The Customer must commit to the Service for a fixed Discount Term (2, or 3, years) at the time the Order is placed.

6.5 The amount of discount applied will depend on the length of the Discount Term.

If a Customer terminates the Service before the end of the Discount Term, or downgrades the Service to a lower capacity variant, a termination charge will apply, which is calculated as 20% of the annual net rental that would otherwise have been payable for the remainder of the Discount Term.

At the end of the Discount Term, unless the Customer has applied to extend the ETC before it expires or has signed up for a new ETC, the discount will be removed from the Service and standard charges will apply.

## PART D ETHERWAY ACCESS (COPPER)

The provisions of the Etherway Access (Fibre) service will apply subject to the following variations being applied to the:

- specific provisions and amendments in Part C above for Etherway Access (FIBRE); and
- Service Level Agreement in Section 9 of this Schedule.

### Section 3 Part C Etherway Access (Fibre)

- **Paragraph 2.1.1 Resilience** – only Standard access is available
- **Paragraph 2.1.3 Bandwidth** - There are a range of Service Bandwidth options available, all will have a 10base T interface. The Customer can select the option when completing the Order.
- **Paragraph 4 Service Delivery** – if during the standard commissioning tests BT determines that it is not possible to deliver the selected Service Bandwidth, BT will advise the Customer accordingly. In



these circumstances the Customer agrees that BT reserves the right to cancel the Order without any charge to the Customer and without any further liability on BT's part.

**Section 9 Service Level Agreement**

- **Paragraph 2.1** – BT will aim to restore Service within 7 hours of the fault being reported.

**PART E ETHERWAY ACCESS (SUPER FAST)**

The provisions of the Etherway Access (Fibre) service will apply subject to the following variations being applied to the:

- general provisions in Section 3 for Ethernet Connect UK (paragraphs 1-6 above);
- specific provisions and amendments in Part C above for Etherway Access (FIBRE); and
- Service Level Agreement in Section 9 of this Schedule.

**Section 3 Ethernet Connect UK – Paragraphs 1-6**

- **Paragraph 3.** The Customer will be responsible for the provision of 2 x 13A power sockets within 1m of the location of the Access Connection. In the case of delivery over FTTC the Customer must make provision for a BT PSTN line which can either be existing or which the Customer has ordered separately to be provisioned and installed prior to acceptance of the Super-fast order.
- **Paragraph 2 Service Description** Superfast is delivered over either a fibre connection to the Customer premises (FTTP) or over a PSTN line connection from the nearest equipped cabinet served by fibre from the exchange (FTTC); the delivery option is determined by BT depending on the Customer location and BT can advise this at the time of Order. The PSTN line is supplied separately to the Service. FTTP lines are delivered independently of a PSTN connection.

**Section 3 Part C Etherway Access (Fibre)**

- **Paragraph 2.1.1 Resilience** – only Standard access is available.
- **Paragraph 2.1.3 Bandwidth** – In the case of an FTTC connection the Customer will be advised of the operational speed of the connection to facilitate ordering of traffic connections. FTTP connections have a range of bandwidth options.

Superfast is supplied with support for Multicos E Line and E LAN connections only see Part A Ethernet Connect E-Line clause 2.1 and Part B Ethernet Connect E-LAN clause 2.3.

- **Paragraph 4 Service Delivery** – The Customer must ensure that there is a suitable BT PSTN line termination within 1m of the required location for the Service. During delivery of Super-fast access using FTTC, the Openreach engineer will install all necessary BT Equipment. Superfast FTTC connections are terminated on a 10/100base T interface.

FTTP connections are terminated on an Optical Network Termination (ONT). The Customer interface is one of four Ethernet ports presented as 10/100/1000 BaseT interfaces.

BT will configure the Service and conduct a set of standard commissioning tests to ensure that the configuration at a Site is functioning correctly. Unless the Customer first starts to use the Service beforehand the Operational Service Date for a Site occurs on successful completion of the tests at that Site.

If during commissioning tests BT determines that it is not possible to deliver Superfast, BT will advise the Customer accordingly. In these circumstances the Customer agrees that BT reserves the right to cancel the Order without any charge to the Customer and without any further liability on BT's part.

**Section 7 Service Level Agreement**

- **Paragraph 2.1** – BT will aim to restore Service within 7 hours of the fault being reported “Express Care” for FTTC. BT will aim to restore Service within 20 hours of the fault being reported for FTTP.

**PART F ETHERWAY EXCHANGE CONNECT (IN BUILDING HANDOVER)**



The provisions of the Etherway Access (Fibre) service will apply subject to the following variations being applied to the:

- general provisions in Section 3 for Ethernet Connect UK (paragraphs 1-6 above); and
- specific provisions and amendments in Part C above for Etherway Access (FIBRE).

**Section 3 Ethernet Connect UK – Paragraphs 1-6**

- **Paragraph 2** The Customer Site must be within the multi users access (MUA) area of the BT Exchange.

**Section 3 Part C Etherway Access (Fibre)**

- **Paragraph 2.1.1 Resilience** – only Standard access is available.
- **Paragraph 2.1.3 Bandwidth** – only 1GB Service Bandwidth option is available, and will have 1000 base LX interface.
- **Paragraph 5 BT Service Management Boundary** The physical interface will be provided in accordance with SIN476 available at [www.sinet.bt.com](http://www.sinet.bt.com)

**PART G SHARED ACCESS**

Shared Access allows the Customer (the 'Main Customer') to share some or all of the Etherway Access bandwidth with other BT customers ('Sharing Customers').

- 1 Shared Access may be enabled on any type of Etherway Access – Superfast GEA, Etherway Copper, Etherway Fibre, Etherway Exchange Connect, provided that the Etherway Access has VLAN Aware Segmentation.
- 2 The Main Customer must request that a Sharing Record be created for each Sharing Customer with which they wish to share the Etherway Access. Sharing Records can be created for new or existing Etherway Accesses.
- 3 There is no limit to the number of Sharing Customers who can share an Etherway Access but there can only be one Main Customer.
- 4 The Etherway Access is provided to the Main Customer under the standard conditions of the Section 4v of this Service Schedule.
- 5 When Shared Access is enabled, it is not possible to modify the VLAN Aware Segmentation (i.e. it cannot be changed to Port only), nor is it possible to reduce the bandwidth of the Etherway Access.
- 6 Once a Sharing Record has been created for a Sharing Customer, it is then the Sharing Customer's responsibility to order and pay for any EVC connections it requires to run over the shared Etherway Access.
- 7 Standard capacity management rules apply to the maximum number of EVCs and the maximum number of ELANs which can run over an Etherway Access; these will be advised at the time of Order.
- 8 BT will not accept any Order for Shared Access if provision of the Service would breach its licence obligations or any other regulation.
- 9 Shared Access is not available via the Customer portal.

**Main Customer Responsibilities**

- 1 The Main Customer must request that an Etherway Access can be shared with a Sharing Customer. The Main Customer must complete the CRF to specify:-
  - a. The ID of the Etherway Access to be shared.
  - b. The name of the Sharing Customer.
  - c. The amount of bandwidth it wants to share with the Sharing Customer.
- 2 It is the Main Customer's responsibility to give details of the Etherway Access to the Sharing Customer to enable the Sharing Customer to order EVCs over the Etherway Access.
- 3 It is the Main Customer's responsibility to provide adequate CPE on the Main Customer side of the NTU to correctly direct and protect the integrity of the Sharing Customer's data.
- 4 If the Main Customer wishes to upgrade the bandwidth of the shared Etherway Access, Service will be unavailable during the bandwidth upgrade and this will not constitute a Qualifying Incident for the purposes

- of Service Level Guarantee. It is the Main Customer's responsibility to notify all Sharing Customers of the time and duration of the planned upgrade.
- 5 The Main Customer is responsible for reporting any problems on the Etherway Access.
  - 6 The Main Customer must advise the Sharing Customer if the Main Customer reports a fault on the Etherway Access and must inform the Sharing Customer when any fault is cleared to reduce duplicative faults being raised on EVCs and Etherway Accesses. BT will not accept any fault reports from any Sharing Customer when there is an open fault on the Shared Access.
  - 7 The Main Customer must advise all Sharing Customers that the fault investigation may require intrusive testing.
  - 8 The Main Customer must report a fault to BT if more than one Sharing Customer notifies the Main Customer that there are problems with the Shared Access.
  - 9 It is the Main Customer's responsibility to modify the shared bandwidth with a Sharing Customer if required by the Sharing Customer. The Main Customer must complete the CRF and submit the request to BT.
  - 10 It is the Main Customer's responsibility to inform the Sharing Customer if the Main Customer wishes to cease the Etherway Access. All EVCs which run over an Etherway Access must be ceased prior to an Etherway Access being ceased. If there are any active EVCs when an Etherway Access is due to be ceased, BT will cease the EVCs with immediate effect to enable the ceasing of the Etherway Access.

#### **Sharing Customer Responsibilities**

- 1 It is the Sharing Customers responsibility to order and pay for any EVCs which utilise Shared Access.
- 2 The Sharing Customer must contact the Main Customer in the first instance if it believes there is a fault. If there are no other faults on the Shared Access, the Sharing Customer can report a fault on the EVC running over the Shared Access.
- 3 The Sharing Customer must contact the Main Customer to agree downtime for testing to resolve the fault. Downtime and testing timescales must be provided by the Main Customer to enable BT to meet the commitment to resolve the fault within the SLA. If the Sharing Customer does not obtain agreement to downtime and does not consent to intrusive testing then the fault will be placed on hold.
- 4 As part of the initial fault check with the Main Customer, the Sharing Customer must ask the Main Customer to check that the Main Customer's equipment is all working correctly and provide a Site contact name for the Etherway Access.
- 5 The Sharing Customer agrees that BT is not responsible for acting on information provided by the Sharing Customer which subsequently proves to be incorrect.
- 6 The Sharing Customer must accept these standard conditions of Section 4 of this Service Schedule.
- 7 The Sharing Customer must obtain consent from the Main Customer before running any intrusive tests.
- 8 The Sharing Customer acknowledges and agrees that BT is not liable for any loss, corruption or misdirection of the Sharing Customer's data and if the Main Customer does not notify the Sharing Customer of the time and duration of planned upgrades.



## SECTION 5 BT NET (INTERNET CONNECT UK)

### 1 Definitions

The following definitions apply in this Section as well as paragraph 4 of Section 9 and paragraph 5 of Section 10 where appropriate in addition to those in the Conditions.

“**Additional Charges**” means the fees payable by the Customer for deviations from the standard provision of the Service, as set out in the Contract and including but not limited to, the Delay Charges.

“**Bandwidth Flex**” has the meaning given in paragraph 2.7 below.

“**Business Hours**” means 0800hrs to 1700hrs on a Business Day.

“**CCD**” means the date on which BT agrees to deliver the Service.

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

“**Customer Website**” means the Customer's website(s) on the World Wide Web.

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

“**Denial of Service**” or “**DoS**” means an attempt to make a machine or network resource unavailable to its intended User.

“**Disaster Recovery**” means a manual business continuity solution to re-route Internet traffic (inbound and outbound) to an alternative customer location in the event of a disaster.

“**Distributed Denial of Service**” or “**DDoS**” has the meaning given in paragraph 4.10 below.

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

“**Ethernet in the First Mile**” or “**EFM**” means an access technology using Etherway Copper to provide Ethernet access over Openreach Local Loop Unbundling bonded copper pairs.

“**Etherway Copper**” means the use of copper pairs to provide access together with EFM (copper) electronics.

“**Enhanced Care**” means maintenance for the Service where BT aims to clear faults within 5 working hours of the fault being reported.

“**Express Care**” means maintenance for the Service where BT aims to clear faults within 7 hours of the fault being reported.

“**Failover Resilience**” means the provision of two diverse accesses into the Internet where only one access is live at any one time with the secondary access providing the same bandwidth in failover mode.

“**Generic Ethernet Access over Fibre to the Cabinet**” or “**GEA over FTTC**” means an access technology using a part fibre, part copper infrastructure capable of delivering download speeds of up to 80Mbit/s and upload speeds of up to 20Mbit/s. The fibre infrastructure is utilised throughout the network, including from the exchange to the cabinet, and then the copper infrastructure is utilised from cabinet to the premises.

“**Generic Ethernet Access over Fibre to the Premise**” or “**GEA over FTTP**” means an access technology using a pure fibre infrastructure throughout the network and from the exchange direct to the premises, capable of delivering download speeds of 330Mbit/s and upload speeds of 30Mbit/s.

“**Helpdesk**” means the helpdesk facility provided by BT to handle enquiries and administration for the Service.

“**Internet Protocol**” or “**IP**” means the principal communications protocol in the Internet protocol suite for relaying datagrams across network boundaries.

“**IPv4**” means the fourth version of the Internet Protocol (IP).

“**IPv6**” means the sixth version of the Internet Protocol (IP).

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

“**Loadbalancing**” means the provision of two active diverse accesses that provides un-contended bandwidth as ordered on each access.

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



“**Mbit**” means a unit of information equal to 1,000,000 bits.

“**Initial Period**” means a period of one (1) year commencing on the Operational Service Date.

“**Minimum Period**” means a period of 1, 3 or 5 years from the Operational Service Date, as selected by the Customer on the Order Form.

“**Modification Order**” has the meaning given in paragraph 2.10 below.

“**No Router Option**” means a Customer managed Network Terminating Unit router connected to the BT Network from the Customer’s premises.

“**Openreach**” means a BT Group Company that manages BT’s local access network that connects customers to their local telephone exchange.

“**Order Form**” means the form that sets out the detailed configuration and specification of, and the Rental Charges and Standard Connection Charge for, the Service(s) as agreed by the Parties.

“**Point of Presence**” or “**PoP**” means the equipment within the BT Network connected by a dedicated circuit from the Customer Site.

“**Primary Name Server**” means the primary server utilised by each Customer connected to the BT Network with a registered domain name.

“**Rental Charges**” means the periodic fees payable by the Customer for access and bandwidth, as determined by pricing region, distance from the exchange and the applicable Minimum Period.

“**Secondary Name Server**” means the secondary server utilised for back-up purposes by each Customer connected to the BT Network with a registered domain name.

“**Service Level Agreement**” means the Service Level Agreement set out in paragraph 4 of Section 9.

“**Session Initiation Protocol**” or “**SIP**” means the signalling protocol used for voice over IP services that sets up real-time voice connections over IP networks

“**Simple Network Management Protocol**” or “**SNMP**” means a standards based protocol that provides the ability to monitor IP networks and is available on most IP devices for remote monitoring purposes.

“**Standard Connection Charges**” means the fees payable by the Customer for initial connection of the Service(s).

“**System Administrator**” means a person named by the Customer to be the point of contact for BT for matters relating to the provision of the Service.

“**Termination Charges**” means the fees payable by the Customer upon early termination of the Service as set out in paragraph 5 of Section 10.

“**Third Party Information**” means data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) not owned or generated by or on behalf of the Customer, published or otherwise made available by the Customer by using the Service.

## **2 Provision of Service**

The Service or part of the Service will have an Initial Period as well as a Minimum Period. Following expiration of the Minimum Period the Service will continue in full force and effect unless and until terminated in accordance with the Contract.

### **Description of the Service**

- 2.1 The Service offers a range of 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.
- 2.2 The access method consists of either:
  - (a) a direct connection where the Service is delivered via digital fixed links and terminated on Network Terminating Unit at the Site enabling BT to manage the Service up to the Network Terminating Unit; or
  - (b) a direct connection where the Service is delivered via digital fixed links and terminated on a customer managed Network Terminating Unit at the Site for a No Router Option.
- 2.3 BT will provide direct Internet access under 1 of 2 geographical price bands (London and National) based on the Customer Site(s).



- 2.4 BT will configure or provide, as applicable:
- (a) the relevant Service Level Agreement;
  - (b) both un-contended and symmetrical bandwidth;
  - (c) static or dynamic routed IP addresses as set out in the Order Form;
  - (d) static assigned IPv4 and IPv6 addresses as set out in the Order Form; and
  - (e) Customer bandwidth utilisation reports available upon reasonable request.
- 2.5 BT will configure and calculate the Rental Charges for the Service to include one option from each of the following categories as set out in the Order Form:
- (a) a range of access speeds that are available to deliver the required bandwidths;
    - (i) 2Mbps to 20Mbps GEA over FTTC;
    - (ii) 2Mbps to 30Mbps GEA over FTTP;
    - (iii) 2Mbps to 35Mbps EFM;
    - (iv) 10Mbps Fibre;
    - (v) 100Mbps Fibre;
    - (vi) 500Mbps Fibre;
    - (vii) 1Gbps Fibre; or
    - (viii) 10Gbps Fibre; and
  - (b) bandwidths available from 2Mbps to 10Gbps in varying increments based on Ethernet speeds, notwithstanding that the actual IP throughput of which will be dependent upon the IP applications used by the Customer;
  - (c) either Enhanced Care for Ethernet Fibre or Express Care for EFM, GEA over FTTC or GEA over FTTP; and
  - (d) 1, 3 or 5 year Minimum Period.
- 2.6 BT will also configure and provide any of each of the following options as set out in an Order Form:
- (a) Domain name registration;
  - (b) DNS (Primary and Secondary Name Servers);
  - (c) mail (mail relay including store and forward);
  - (d) SIP enabled services (where available);
  - (e) SNMP read-only access to the Interconnect UK Network Terminating Unit to view utilisation and alarm statistics;
  - (f) Network Centric Security Services as more fully described in paragraph 4.5 below; and
  - (g) Resilience as configured for;
    - (i) Failover;
    - (ii) Loadbalancing; or
    - (iii) Back-up.
- Moves Adds & Changes**
- 2.7 Throughout the Minimum Period, the Customer may request an increase or decrease of the available port speed bandwidth supplied over the existing access constraints from BT, subject to the limits defined by the size of the access bearer and the bandwidth increments allowed for the specific bearer/bandwidth combination (each, a "**Bandwidth Flex**").
- 2.8 Any Bandwidth Flex increase or decrease will be chargeable and operate for a minimum period of five (5) Business Days before a further request may be made by the Customer.
- 2.9 Throughout the Minimum Period, the Customer may request a Site move, either internally within the Customer's existing Site, or to a new Site, subject to the payment of the Standard Connection Charge where:
- (a) the move is requested during the Initial Period, or
  - (b) the move is requested following the Initial Period and one year's Rental Charge at the new Site is less than one year's Rental Charges at the original Site.



- 2.10 The Customer may request a material change to the Service(s), including, but not limited to, a change of access Service (including changing to or from a resilient Service), which will be agreed by the Parties in an additional Order Form and will commence a new Initial Period and Minimum Period (“**Modification Order**”), provided that:
- (a) the total Charges under the Modification Order exceed the Termination Charges under the Contract;
  - (b) the access and bandwidth under the Modification Order is equal to or greater than the access and bandwidth being supplied to the Customer under the existing order; and
  - (c) if the Customer wishes to upgrade or migrate within the Initial Period, the Customer must also pay the standard one year connection charge applicable to the new access.
- 2.11 The Customer may only request one Modification Order at any one time. Delivery of any existing Modification Order must be completed before the Customer is entitled to request a new Modification Order.

#### **Internet**

- 2.12 The Service enables access to the Internet from the Customer’s Sites in the UK.
- 2.13 Notwithstanding paragraph 2.12 or clause 7.7 of the Conditions, BT may from time to time apply Cleanfeed filtering to use of the Internet through the Service. BT is not responsible for determining the contents of the Cleanfeed list used for the filtering. The Customer must inform BT in writing to the address set out in clause 17 of the Conditions (or such other address as BT advises) if it does not want BT to apply such filtering.

#### **Provider Independent Resources**

- 2.14 BT is required by Reseaux IP Europeens (“**RIPE**”) to include the following conditions where the Customer takes Provider Independent Resource(s) (“**PIR**”) with the Service:
- (a) BT is responsible for liaising with the Customer and the Customer will respond to BT’s requests in order to keep registration records up-to-date;
  - (b) the Customer will provide up-to-date registration data to BT and the Customer acknowledges and agrees that some or all of this registration data will be published in the RIPE WHOIS database; and
  - (c) the Customer acknowledges and agrees that:
    - (i) none of the PIR may be sub-assigned to a third party;
    - (ii) registration fees will be paid by the Customer to BT for the PIR;
    - (iii) the PIR will return by default to the RIPE Network Coordinating Centre if the Customer cannot be contacted and/or any registration fees are not paid to BT;
    - (iv) the use of PIR is subject to RIPE policies as published on the RIPE web site and which may be amended from time to time; and
    - (v) violation of RIPE policies is a material breach of the Agreement and the PIR will return by default to the RIPE Network Coordinating Centre.

### **3 BT Responsibilities**

- 3.1 The BT Network is managed 24 hours a day, 7 days per week.
- 3.2 If the System Administrator reports a fault in Service BT will respond 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 the Customer;
  - (b) where possible, carrying out diagnostic checks from BT premises; or
  - (c) visiting the relevant Site if BT’s action under paragraphs 3.2(a) and 3.2(b) above does not result in the fault being diagnosed or cleared and where such a visit is considered necessary by BT.
- 3.3 BT will take all proper steps without undue delay to correct any reported fault in the Service.
- 3.4 BT is only responsible for faults on the BT Network. If BT does work to correct a reported fault and finds there is none, the Customer will pay BT’s reasonable charges for the work carried out as an Additional Charge.
- 3.5 BT will provide DNS as specified on the Order Form and as requested by the Customer. BT will not be responsible for providing DNS to the Customer’s own customers.

### **4 Customer Responsibilities**





4.1 The System Administrator must report faults in the Service to BT.

**LAN Access**

4.2 If the Customer accesses the Service via a LAN, the Customer is responsible for:

- (a) providing and maintaining a suitable LAN and IP router capable of interfacing satisfactorily with the Service;
- (b) configuration of the IP router; and
- (c) the appointment of a System Administrator.

4.3 The Customer acknowledges that BT is not responsible for providing any support whether technical or otherwise, to the Customer's LAN.

**Network Centric Security Services**

4.4 The Customer may protect its BT Internet connection with the following chargeable option:

**Denial of Service (DoS) – DDoS Proactive Mitigation:** DDoS mitigates attacks by profiling normal traffic behaviour and proactively monitoring the internet traffic routing to the Customer's internet connection. DDoS detects DoS floods, worm and anomalous traffic behaviour; in these circumstances the Customer's traffic will be re-routed to the threat management system which will permit legitimate traffic to proceed.

4.5 The Network Centric Security Services Centre is managed 24 hours a day, seven days a week.

4.6 If BT detects a DoS attack or the System Administrator reports a DoS attack in the Service, BT will respond by carrying out one or more of the following actions:

- (a) provide advice by telephone, including advice as appropriate on tests and checks to be carried out by the Customer;
- (b) carry out diagnostic checks from BT premises;
- (c) mitigate the DoS attack by either manual or automatic intervention.

**5 Charges and Deposits**

5.1 The Charges for the Service are fixed for the Minimum Period. All Charges will be calculated in accordance with the charging information attached to the Order Form and the details recorded by, or on behalf of, BT.

5.2 The Customer will pay:

- (a) the Rental Charges, quarterly in advance;
- (b) the Standard Connection Charge where the Minimum Period is for one (1) year, or as pursuant to paragraph 7.4(a) below; and
- (c) any Additional Charges.

5.3 Instead of invoking its rights under clause 4.9 of the Conditions, BT may charge the Customer for the Service as if the Service were fully installed if the Customer introduces an unreasonable delay during installation of any equipment required for the delivery of the Service (the "**Delay Charges**"). An unreasonable delay includes but is not limited to situations where the Customer fail to grant any BT employee, agent or contractor access to any Site to commission the Service within 5 Business Days after BT's request for access.

**6 Service Level Guarantee**

The Service Level Guarantee for the Service is set out in paragraph 4 of Section 9.

**7 Cancellation and Termination Charges for the Service**

Cancellation and termination charges are set out in paragraph 5 of Section 10.



## **SECTION 6 PRIVATE SERVICE (INCLUDING HIGH BANDWIDTH PRIVATE SERVICE)**

### **1 Definitions**

The following definitions apply in this Section as well as paragraph 5 of Section 9 and paragraph 6 of Section 10 where appropriate in addition to those in the Conditions.

**“Connecting Point”** means a block terminal, a socket for a removable plug, a distribution frame, or any other device, supplied, installed and maintained by BT on the Site to facilitate the connection of the BT or Customer Equipment to Service.

**“Contact Telephone Number”** means the telephone number and name of a person, nominated by the Customer, for BT to contact to report the progress and clearance of a fault.

**“Contractual Delivery Date”** means the date as set out in the BT Price List, on which BT is to provide the Private Circuit or High Bandwidth Private Circuit (as the case may be), or such later date as may be agreed in writing by BT and the Customer.

**“failure of a High Bandwidth Private Circuit”** means any failure of the Customer's High Bandwidth Private Circuit, causing continuous total loss of the ability to use the Service. It does not include the loss of such ability, arising as a result of BT's suspension of Service, under any provision of this Contract.

**“failure of a Private Circuit”** means any failure of the Customer's Private Circuit, causing continuous total loss of the ability to use the Service. It does not include the loss of such ability, arising as a result of BT's suspension of Service, under any provision of this Contract.

**“High Bandwidth Private Circuit”** means a terrestrial telecommunication link of 34 megabits per second or greater provided between two or more specified points within BT's Area, (none of which is a point at which BT's telecommunications systems are connected to telecommunications systems run by another telecommunications provider), other than by means of one of BT's public switched telecommunications systems.

**“Minimum Period”** means the first 12 months of the Service, or any other period shown in the BT Price List and set out on the Order. A further Minimum Period of 12 months, or any other period shown in the BT Price List, may apply in respect of each new facility added or changes made (for example shifts or upgrades) to the Service provided by BT to the Customer.

**“Private Circuit”** means a terrestrial telecommunication link provided between two or more specified points within BT's Area, (none of which is a point at which BT's telecommunications systems are connected to telecommunications systems run by another telecommunications provider), other than by means of one of BT's public switched telecommunications systems.

**“Prompt Care”** means fault repair work carried out during working hours (0800-1700) on Mondays to Saturdays but excluding Public/Bank Holidays. BT will respond within 4 working hours of receipt of a fault report, unless it has agreed with the Customer in writing, at the time of signature of this Agreement, that there are other periods within which it will respond to a fault report. If the fault is not cleared during this period, BT will advise the Customer, via the Contact Telephone Number, of the progress being made to clear the fault.

**“Reduced Charges Cycle”** means a period of time, ending two complete calendar months before the date of the Customer's bill. The first such cycle will commence on the day the Service is first made available and the final cycle will end on the date of termination of this Contract.

**“Reduced Charges Scheme”** means the scheme set out in the BT Price List.

**“Service”** means the facility for telecommunication service, which BT provides either by means of a Private Circuit, High Bandwidth Private Circuit, or by other means, not using one of BT's public switched telecommunications systems, and any related services listed in the BT Price List that BT agrees to provide to the Customer under this Contract.

**“Service Care”** means Standard Care, Prompt Care or Total Care.

**“Standard Care”** means fault repair work carried out during working hours (0800-1700) on Business Days. For a fault report received before 1700 hours on one Business Day, BT will aim to respond by the end of the next Business Day.

**“Total Care”** means fault repair work carried out 24 hours per day, 7 days per week, including Public/Bank Holidays. BT will respond within 4 hours of receipt of a fault report, unless it has agreed with the Customer in writing, at the time of signature of this Agreement, that there are other periods within which it will respond to a fault report. If the fault is not cleared during this period, BT will advise the Customer, via the Contact Telephone Number, of the progress being made to clear the fault.

### **2 Providing the Service**



BT agrees to provide a Private Circuit or High Bandwidth Private Circuit (as the case may be) by a Contractual Delivery Date. If the Customer requests a change to the specification of a Private Circuit or High Bandwidth Private Circuit before it is provided, the date by which BT agrees to provide the Private Circuit or High Bandwidth Private Circuit to the new specification will become the Contractual Delivery Date.

### **3 Providing the Service by Special Means**

3.1 Where, in order to meet the Customer's requirements:

3.1.1 BT considers it appropriate or necessary, in the circumstances applying, to provide Service, wholly or in part, by means of non-standard apparatus, apparatus constructed by non-standard or exceptionally expensive methods or at substantially greater expense than it normally incurs, so as to render its standard tariffs inappropriate, or

3.1.2 at the Customer's request, Service is provided at greater expense by reason of the type of materials used, the length, or the manner of installation, than BT normally incurs BT may determine, in addition to any standard charge payable, a supplementary rate of rental and/or other charge in relation to the relevant application for Service. BT will inform the Customer by notice in writing of the extra rate of rental or other charge and the Customer may, in a case where paragraph 3.1.1 applies, within 30 days of the date of BT's notice cancel the application by written notice. If this paragraph 3.1 applies to the provision of a Private Circuit or High Bandwidth Private Circuit, the Contractual Delivery Date will be the date agreed in writing by BT and the Customer.

3.2 A rate of rental or other charge determined under paragraph 3 may be in addition to, or instead of, any applicable standard rates of rental and/or other charges for Service.

3.3 BT may determine in an individual case (having regard to the non-standard nature or proposed special means of provision of the Service or facility in question, or the circumstances of the proposed provision, or the interests of other customers or users of Service) that it is necessary or appropriate that special terms and conditions will apply in addition to, or instead of, any terms and conditions of this Contract BT will inform the Customer concerned, by notice in writing, of the special terms and conditions and the Customer may in a case where paragraph 3.1.1 applies, within 14 days of the date of BT's notice cancel the application by written notice. In any conflict between any terms and conditions determined in accordance with this paragraph and this Contract as a whole, the special terms and conditions will prevail.

### **4 Provision of Service to a point in The Hull Area, The Isle Of Man, The Channel Islands or Republic of Ireland**

Where the Service enables the connection between a point in BT's Licensed Area and a point in either the Hull Area, the Isle of Man, the Channel Islands or the Republic of Ireland, the Contract applies only to the provision of Service which BT is authorised to run by a licence and;

(a) BT may terminate or suspend the Service summarily without prior notice to the Customer if the provision of service outside the BT Licensed Area is terminated or suspended;

(b) the Customer is responsible for making application for service to the telecommunications provider in the Hull Area, the Isle of Man, the Channel Islands or the Republic of Ireland as the case may be and for compliance with that provider's conditions.

### **5 Fault Repair**

5.1 The Customer must report a fault in Service by telephoning the number specified in the Order or such other number as BT may from time to time provide to the Customer. When the Customer reports the fault the Customer will provide BT with a Contact Telephone Number to enable BT to advise on the progress being made to clear the fault.

5.2 If the Customer reports a fault in Service, BT will respond in line with the level of repair service applicable to the Service, by carrying out one or more of the following actions:

5.2.1 providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by the Customer;

5.2.2 where possible, carrying out diagnostic checks from BT premises; or

5.2.3 visiting the Customer's Site or a point in the BT Network only if BT's action under paragraphs 5.2.1 and 5.2.2 does not result in the fault being diagnosed or cleared and where such a visit is considered necessary by BT.

5.3 BT will take all proper steps to correct the fault without undue delay.

5.4 If the Customer reports a failure of a Private Circuit or a High Bandwidth Private Circuit and BT fails to restore the Private Circuit or High Bandwidth Private Circuit in accordance with the parameters set out in the Reduced Charges Scheme on one or more occasions during the Reduced Charges Cycle, BT will



reduce the rental for the Private Circuit or the High Bandwidth Private Circuit (as the case may be) in accordance with the Reduced Charges Scheme. The Reduced Charges Scheme will not apply if, in order to correct a fault, BT has to cross other people's land and the Customer has failed to obtain their permission, in accordance with clause 4.7 of the Conditions, or access to the Customer's property has been denied or impeded by the Customer.

- 5.5 If the Customer reports a fault and BT finds there is none, or that the Customer caused the fault, BT may charge the Customer for any work, as set out in the BT Price List.
- 5.6 If BT agrees to attend a reported fault in Service outside the normal working hours appropriate to the level of Service Care BT is contracted to provide for the Customer, the Customer must pay a charge calculated at BT's applicable hourly rate.
- 5.7 If BT agrees to attend a reported fault inside the normal working hours appropriate to the level of Service Care BT is contracted to provide for the Customer, and either access to the Customer's property is denied or impeded by the Customer or the Customer has failed to obtain any necessary permission in accordance with clause 4.7 of the Conditions, the Customer must pay a charge calculated at BT's applicable hourly rate.

## **6 Charges**

- 6.1 The Customer agrees to pay all charges for the Service, as shown in the BT Price List (or as otherwise agreed).
- 6.2 Rental for Service will commence on the Contractual Delivery Date, unless:
  - 6.2.1 BT notifies the Customer of a later date for the commencement of the Service, when rental will be payable from the date notified; or
  - 6.2.2 the Customer uses the Service before the Contractual Delivery Date, when rental will be payable from the date the Customer first uses the Service.
- 6.3 Except for temporary Service, the Customer must pay rental in accordance with BT's billing cycle. If BT begins, or ceases, Service on a day which is not the first or last day of the period by reference to which BT charges rental, BT will apportion rental on a daily basis for the incomplete period. Rental is normally payable in advance but BT may on occasion bill the Customer in arrears.

## **7 Service Levels**

The Service Level Agreement for this Service is set out in paragraph 5 of Section 9

## **8 Termination Charges**

The Termination Charges for this Service is set out in paragraph 6 of Section 10.



## SECTION 7 SALE SUPPLY & INSTALLATION OF PRODUCT

### Part A - SALE OF PRODUCT (NOT INVOLVING A CUSTOMER FINANCE AGREEMENT)

Where the sale or supply of Product does not involve the Customer entering into a Customer Finance Agreement with the Company, the following provisions will apply.

#### 1 Definitions

The following definitions apply in Part A of this Section as well as paragraph 7 of Section 10 in addition to those in the Conditions:

**BT iNcare Service** means the Service described in Section 7 of the Service Schedule.

**Maintenance Agreement** means a maintenance agreement for the Product either with BT or an alternative maintainer approved by the Equipment Manufacturer (which for the purposes of the Contract includes the BT iNcare Service).

**Warranty** means the warranty granted by the Equipment Manufacturer in respect of the Product in the form BT is able to offer the Customer.

#### 2 Supply of the Product

2.1 Unless otherwise agreed in writing, BT will where the Site is within the EU or EFTA, deliver the Product to and perform the services (if any) at the Site.

Delivery and performance of the services (if any) will usually be made during Business Hours. Where the Customer requests delivery or performance outside Business Hours BT may apply additional charges reasonably incurred. BT will inform the Customer in writing of any additional charges, which the Customer will pay directly to IT Services. Alternatively the Customer may collect the Product by arrangement.

2.2 Where paragraph 2.1 (b) applies, it may be possible for BT to arrange shipping services to deliver the Product to the final destination address(es) specified in the Order. Where BT agrees to do so in the Order, it will provide end-to-end delivery services to the delivery destination address(es) except that the Customer will:

- (a) perform any import clearance tasks that the law of the applicable country requires it to, including paying import duty and other charges in accordance with the provisions of clause 10.7 of the Conditions to BT (or the relevant person if BT cannot lawfully pay on behalf of the Customer); and
- (b) if requested by BT, provide authorisation as soon as practicable authorising BT or its agent, to carry out its obligations as shipping agent. Any such authorisation will be as narrow as is required for the fulfillment of the task. If the Customer cannot give such authorisation, it will undertake those tasks itself at its own cost.

2.3 In accordance with clause 18.1 of the Conditions, BT may, at its sole discretion, assign the supply of or installation of the Product outside the UK to another BT entity to provide and invoice.

2.4 BT will try to deliver the Product and perform the services (if any) referenced in the Order by the date(s) agreed with the Customer. BT reserves the right to make delivery in multiple consignments. Unless stated explicitly by BT any date(s) given or shown on the Order is an estimate only.

2.5 Where the Product is delivered to Site or location (where paragraph 2.1 (b) applies) without a BT engineer being present, the Customer will take delivery of and sign for the Product on the date of delivery and will inform BT on the same day if:

- (a) the quantity of packages delivered is different from the quantity shown on the delivery note; and
- (b) there is any damage to the packages or boxes.

2.6 The Customer will inform BT in writing of any damage to any of the Product or any other discrepancy in the Product delivered, other than damage caused by any act or omission by the Customer, within five (5) Business Days from the date of delivery or collection. Such notification should include model and part numbers of affected Product and identity of any software application.

2.7 The Customer will follow BT's instructions when returning Product about which it has informed BT as set out in paragraph 2.6. The Customer will ensure that Product is returned in "as new" condition, in its original packaging and that the seal is not broken for any Software, unless the Software is faulty. BT may at its option either reject any returns that are not made in accordance with its instructions or that are incomplete, or charge a restocking fee.

2.8 BT's entire liability for incomplete or damaged Product will be to replace the Product at its own expense. BT will have no further liability to the Customer where the Customer has not informed BT as set out in paragraph 2.6.



- 2.9 If the Customer delays delivery or collection of the Product, BT may claim a reasonable extension to any date agreed under paragraph 2.4. If the delay continues for more than ten (10) Business Days, BT will be entitled to send the invoice for the charges attributable to the Product. Notwithstanding clause 10.4 of the Conditions, and unless clause 10.7 of the Conditions applies, risk in the relevant Product will pass to the Customer on the date of the invoice, delivery or collection of the Product whichever occurs first. In addition BT may charge a reasonable amount as a storage charge for holding the Product as a result of the Customer's delay.
- 2.10 If, whilst on the Site, the Customer or BT damages the other's equipment it must pay, subject to clause 14 of the Conditions, for any repair or replacement needed. This does not apply where the damage results from normal use.

### **3 Acceptance**

- 3.1 If BT installs the Product, BT will test it to ensure that it is ready for use. Unless paragraph 3.5 applies, acceptance of the Product by the Customer in this case will take place on the earliest of:
- (a) the date when BT informs the Customer that the Product has passed BT's tests and is ready for use; or
  - (b) the date when the Customer begins to use the Product; or
  - (c) where the Customer delays installation, ten (10) Business Days from the scheduled date for installation.
- 3.2 Acceptance will not be prevented by minor faults that do not affect the Product's performance, but BT will fix those minor faults within a reasonable time.
- 3.3 If the Customer delays the installation of the Product or any other scheduled engineering work, BT may apply additional charges and claim a reasonable extension to any date agreed for the performance of these activities. The additional charges will depend on the point at which the Customer notifies BT of the delay and will be applied as set out below:

<b>Notice before relevant scheduled start date</b>	<b>Additional Charge</b>
10 or more Business Days	No charge
5-9 Business Days	£500
4 or fewer Business Days	£1,000

BT will inform the Customer in writing of any additional charges, which the Customer will pay directly to BT.

- 3.4 Without prejudice to paragraphs 2.3 and 2.4 and unless paragraph 3.5 applies, if BT does not install the Product, acceptance of the Product by the Customer will take place when the Customer takes delivery of or collects the Product.
- 3.5 Where the Customer's Site is situated outside the EU and EFTA, acceptance of the Product will take place on signature for the delivery at the port of entry, or at the final delivery address(es) that BT has agreed with the Customer if BT is shipping the Product as described in paragraph 2.2 above.
- 3.6 Subject to paragraph 5, BT will have no further liability to the Customer where the Customer has accepted the Product.

### **4 Customer's Obligations**

- 4.1 Until title in the Product has transferred to the Customer, it will:
- (a) keep the Product safe and only use it in accordance with any instructions BT may give;
  - (b) not move the Product or any part of it from the Site;
  - (c) ensure that the Product is without risk to health;
  - (d) only use or allow the Product to be used for any purpose for which it is designed;
  - (e) not make any alterations or attachments to the Product without BT's prior written consent. If BT gives its consent, any alterations or attachments will become part of the Product;
  - (f) not sell, charge, assign, transfer or dispose of or part with possession of the Product or any part of it;
  - (g) not allow any lien, encumbrance or security interest over the Product, nor pledge the credit of BT for the repair of the Product or otherwise;
  - (h) not claim to be owner of the Product and ensure that the owner of the Site will not claim ownership of the Product, even if the Product is fixed to the Site;



- (i) indemnify BT against all claims and proceedings arising from the Customer's use of the Product or if the Product is stolen or damaged as a result of the Customer's negligence or gross misconduct. The Customer will keep BT informed of anything which may affect the rights of BT, or involve BT in any proceedings, loss or liability.

4.2 The Customer is responsible for the disposal of all packaging.

4.3 Where paragraph 2.1 (b) above applies and the Customer is importer of record for the Product, it is responsible for and must comply with destination country laws and regulations, including any sanctions, embargoes imposed by the EU, UN or equivalent trade and legal restrictions applicable to the Product.

## **5 Warranty**

5.1 The Warranty set out in this paragraph will apply as follows:

- (a) where the Customer enters into a Maintenance Agreement, the Warranty will apply in addition to the maintenance agreement.
- (b) where the Customer does not enter into a Maintenance Agreement for the Product, the Warranty only will apply.

5.2 Where the Customer enters into a maintenance agreement for the Product with a maintainer other than BT, the Customer will inform BT in writing of the Customer's chosen maintainer within thirty (30) days of delivery or collection of the Product.

5.3 Where the Customer does not enter into a maintenance agreement for the Product or does not inform BT in accordance with paragraph 5.2, the Customer will be liable to BT for any applicable fees payable by BT to the Equipment Manufacturer.

5.4 If, during the Warranty period granted by the Equipment Manufacturer BT is notified of a fault in the Product which is due to faulty design, manufacture or materials, or the negligence of BT, BT will (by arrangement with the Equipment Manufacturer and the Customer, where necessary,) replace or, at its option, repair the faulty part free of charge provided that:

- (a) the Product has been properly kept, used and maintained in strict accordance with the Equipment Manufacturer's or BT's instructions, if any, and has not been modified except with BT's written consent; or
- (b) the fault is not due to accidental or willful damage, interference with or maintenance of Product by persons other than BT or persons authorised by BT; or
- (c) where Product has been manufactured to the Customer's design, the fault is not due to faulty design by the Customer.

5.5 The Warranty does not cover fair wear and tear.

5.6 Unless otherwise agreed in writing, where the Customer is capable of installing the Product, the Customer will normally be required to return faulty Product to BT, (by arrangement with the Equipment Manufacturer and the Customer, where necessary).

5.7 If the Customer reports a fault and BT finds there is none or that the Customer has caused the fault or that the fault is not covered by the Warranty, BT may apply a charge.

5.8 Except where the Customer relies on BT's written advice, it is the Customer's responsibility to satisfy itself as to the suitability of the Product for its needs.

5.9 BT does not warrant that the Software supplied under the Contract will be free of all faults or that its use will be uninterrupted, but BT will remedy those defects which significantly impair performance, (by arrangement with the Equipment Manufacturer and the Customer, where necessary), within a reasonable time.

## **6 Charges and Credits**

6.1 The Charges are as detailed in the Order and, unless otherwise set out, the Charges include delivery in accordance with paragraph 2 above.

6.2 Where BT is responsible for installation or other services, such performance will be in accordance with the specified scope for the installation or other services and the Charges will be fixed for the specified scope. Any variations to the specified scope will be subject to the written agreement of the Parties. Any reference to quantity of days and the derived value in relation to the specified scope is intended to be indicative only. In the event that the services are completed in fewer than any stated quantity of days, the Customer will not be entitled to a reduction of the Charges, a refund of any amounts paid or performance of additional services.



## **7 Cancellation Charges**

7.1 Cancellation charges are set out in paragraph 7 of Section 10 (Termination Charges).

## **Part B - SALE OF PRODUCT (INVOLVING A CUSTOMER FINANCE AGREEMENT)**

Where the sale or supply of Product involves the Customer entering into a Customer Finance Agreement with the Company, the following provisions will apply:-

### **1 Definitions**

The following definitions apply in Part B of this Section as well as paragraph 7 of Section 10 in addition to those in the Conditions:

**Acceptance Certificate** means documentation required by either the Company, BT or both to be signed by the Customer to confirm either delivery of the Product (in whole or in part) or completion of relevant acceptance testing.

**BT iNcare Service** means the Service described in Section 7 of the Service Schedule

**Maintenance Agreement** means a maintenance agreement for the Product either with BT or an alternative maintainer approved by the Equipment Manufacturer (which for the purposes of the Contract includes the BT iNcare Service).

**Warranty** means the warranty granted by the Equipment Manufacturer in respect of the Product in the form BT is able to offer the Customer.

### **2 Introduction**

2.1 Where:

- (a) the Customer Finance Agreement is not executed; or
- (b) the Customer Finance Agreement is terminated or any offer made by the Company is withdrawn (in both cases for whatever reason) prior to BT's receipt of payment in respect of the Product; or
- (c) the Customer delays delivery or collection of the Product and the delay continues for more than ten (10) Business Days; or
- (d) the Customer does not sign an Acceptance Certificate in accordance with paragraph 4; or
- (e) the Customer uses the Product before signing the Acceptance Certificate; or
- (f) the Customer is in breach of paragraph 5,

the provisions of Part B of Section 7 of this Service Schedule will, at BT's discretion, be replaced by the provisions of Part A of this Service Schedule and the Customer will pay the charges in the Order directly to BT.

### **3 Supply of the Product**

3.1 Unless otherwise agreed in writing, BT will deliver the Product to and perform the services (if any) at the Site. Delivery and performance of the services (if any) will usually be made during Business Hours. Where the Customer requests delivery or performance outside Business Hours BT may apply additional charges reasonably incurred. BT will inform the Customer in writing of any additional charges, which the Customer will pay directly to BT. Alternatively the Customer may collect the Product by arrangement.

3.2 BT will try to deliver the Product and perform the services (if any) referenced in the Order by the date(s) agreed with the Customer. BT reserves the right to make delivery in multiple consignments. Unless stated explicitly by BT any date(s) given or shown on the Order is an estimate only.

3.3 Where the Product is delivered to Site without a BT engineer being present, the Customer will take delivery of and sign for the Product on the date of delivery and will inform BT on the same day if:

- (a) the quantity of packages delivered is different from the quantity shown on the delivery note; and
- (b) there is any damage to the packages or boxes.

3.4 The Customer will inform BT in writing of any damage to any of the Product or any other discrepancy in the Product delivered, other than damage caused by any act or omission by the Customer, within five (5) Business Days from the date of delivery or collection. Such notification should include model and part numbers of affected Product and identity of any software application.





- 3.5 The Customer will follow BT's instructions when returning Product about which it has informed BT as set out in paragraph 3.4. The Customer will ensure that Product is returned in "as new" condition, in its original packaging and that the seal is not broken for any Software, unless the Software is faulty. BT may at its option either reject any returns that are not made in accordance with its instructions or that are incomplete, or charge a restocking fee.
- 3.6 BT's entire liability for incomplete or damaged Product will be to replace the Product at its own expense. BT will have no further liability to the Customer where the Customer has not informed BT as set out in paragraph 3.4.
- 3.7 If the Customer delays delivery or collection of the Product, BT may claim a reasonable extension to any date agreed under paragraph 3.2. In addition BT may charge a reasonable amount as a storage charge for holding the Product as a result of the Customer's delay.
- 3.8 If, whilst on the Site, the Customer or BT damages the other's equipment it must pay, subject to clause 14 of the Conditions, for any repair or replacement needed. This does not apply where the damage results from normal use.

**4 Acceptance**

- 4.1 If BT installs the Product, BT will test it to ensure that it is ready for use. Acceptance of the Product by the Customer in this case will take place on the earliest of:
  - (a) the date when the Customer signs the Acceptance Certificate; or
  - (b) the date when the Customer begins to use the Product.

The Customer agrees that use of the Equipment before the Acceptance Certificate is signed may affect the Customer Finance Agreement. Where the Company requires an Acceptance Certificate but the Customer does not sign such Acceptance Certificate in a timely manner, notwithstanding the Customer has used the Equipment, paragraph 1.2 will apply.

- 4.2 Acceptance will not be prevented by minor faults that do not affect the Product's performance, but BT will fix those minor faults within a reasonable time.
- 4.3 If the Customer delays the installation of the Product or any other scheduled engineering work, BT may apply additional charges and claim a reasonable extension to any date agreed for the performance of these activities. The additional charges will depend on the point at which the Customer notifies BT of the delay and will be applied as set out below:

Notice before relevant scheduled start date	Additional Charge
10 or more Business Days	No charge
5-9 Business Days	£500
4 or fewer Business Days	£1,000

BT will inform the Customer in writing of any additional charges, which the Customer will pay directly to BT.

- 4.4 Without prejudice to paragraphs 3.3 and 3.4, if BT does not install the Product, acceptance of the Product by the Customer will take place when the Customer takes delivery of or collects the Product. The Customer will sign any Acceptance Certificate required by BT or the Company to give effect to such acceptance.
- 4.5 Subject to paragraph 6, BT will have no further liability to the Customer where the Customer has accepted the Product.

**5 Customer's Obligations**

- 5.1 Until title in the Product has transferred from BT in accordance with clause 10.5 (a) of the Conditions, the Customer will:
  - (a) keep the Product safe and only use it in accordance with any instructions BT may give;
  - (b) not move the Product or any part of it from the Site;
  - (c) ensure that the Product is without risk to health;
  - (d) only use or allow the Product to be used for any purpose for which it is designed;



- (e) not make any alterations or attachments to the Product without BT's prior written consent. If BT gives its consent, any alterations or attachments will become part of the Product;
- (f) not sell, charge, assign, transfer or dispose of or part with possession of the Product or any part of it;
- (g) not allow any lien, encumbrance or security interest over the Product, nor pledge the credit of BT for the repair of the Product or otherwise;
- (h) not claim to be owner of the Product and ensure that the owner of the Site will not claim ownership of the Product, even if the Product is fixed to the Site;
- (i) indemnify BT against all claims and proceedings arising from the Customer's use of the Product or if the Product is stolen or damaged as a result of the Customer's negligence or gross misconduct. The Customer will keep BT informed of anything which may affect the rights of BT, or involve BT in any proceedings, loss or liability.

5.2 The Customer is responsible for the disposal of all packaging.

## **6 Warranty**

6.1 The Warranty set out in this paragraph will apply as follows:

- (a) where the Customer enters into a Maintenance Agreement, the Warranty will apply in addition to the maintenance agreement.
- (b) where the Customer does not enter into a Maintenance Agreement for the Product, the Warranty only will apply.

6.2 Where the Customer enters into a maintenance agreement for the Product with a maintainer other than BT, the Customer will inform BT in writing of the Customer's chosen maintainer within thirty (30) days of delivery or collection of the Product.

6.3 Where the Customer does not enter into a maintenance agreement for the Product or does not inform BT in accordance with paragraph 6.2, the Customer will be liable to BT for any applicable fees payable by BT to the Equipment Manufacturer.

6.4 If, during the Warranty period granted by the Equipment Manufacturer BT is notified of a fault in the Product which is due to faulty design, manufacture or materials, or the negligence of BT, BT will (by arrangement with the Equipment Manufacturer and the Customer, where necessary,) replace or, at its option, repair the faulty part free of charge provided that:

- (a) the Product has been properly kept, used and maintained in strict accordance with the Equipment Manufacturer's or BT's instructions, if any, and has not been modified except with BT's written consent; or
- (b) the fault is not due to accidental or willful damage, interference with or maintenance of Product by persons other than BT or persons authorised by BT; or
- (c) where Product has been manufactured to the Customer's design, the fault is not due to faulty design by the Customer.

6.5 The Warranty does not cover fair wear and tear.

6.6 Unless otherwise agreed in writing, where the Customer is capable of installing the Product, the Customer will normally be required to return faulty Product to BT, (by arrangement with the Equipment Manufacturer and the Customer, where necessary).

6.7 If the Customer reports a fault and BT finds there is none or that the Customer has caused the fault or that the fault is not covered by the Warranty, BT may apply a charge.

6.8 Except where the Customer relies on BT's written advice, it is the Customer's responsibility to satisfy itself as to the suitability of the Product for its needs.

6.9 BT does not warrant that the Software supplied under the Contract will be free of all faults or that its use will be uninterrupted, but BT will remedy those defects which significantly impair performance, (by arrangement with the Equipment Manufacturer and the Customer, where necessary), within a reasonable time.

## **7 Charges and Credits**

7.1 Subject to paragraph 1.2, the Charges are as detailed in the Order, and unless otherwise set out, the Charges include delivery within the UK. Where such charges are covered by the Customer Finance Agreement they are shown for reference purposes only. The applicable charges will be paid by the Customer to the Company under the Customer Finance Agreement.



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- 7.2 Where BT is responsible for installation or other services, such performance will be in accordance with the specified scope for the installation or other services and the Charges will be fixed for the specified scope. Any variations to the specified scope will be subject to the written agreement of the Parties. Any reference to quantity of days and the derived value in relation to the specified scope is intended to be indicative only. In the event that the services are completed in fewer than any stated quantity of days, the Customer will not be entitled to a reduction of the Charges, a refund of any amounts paid or performance of additional services.



## SECTION 8 BT INCARE SERVICE

### 1 Definitions

In this Section as well as paragraph 6 of Section 10 the following terms have the meanings shown next to them:

<b>“Application Software”</b>	means software that is designed to accomplish a specific processing task.
<b>“BT”</b>	for the purposes of this Service Schedule, includes IT Services and/or BT’s provider of the Support Services, who have been appointed to act on BT’s behalf. For the avoidance of doubt no direct contractual relationship is formed between the Customer and either IT Services or BT’s provider of Support Services.
<b>“BT iNcare Service”</b>	means the break/fix reactive maintenance service provided by BT described in this Service Schedule.
<b>“BT iNlife Service”</b>	means the management service provided by BT described in a separate Service Schedule.
<b>“Equipment”</b>	means each item of Customer Equipment (including any pre-loaded or embedded software) or software that is the subject of the Service.
<b>“Equipment Manufacturer”</b>	means the manufacturer of the Equipment.
<b>“Initial Period”</b>	means the initial period of 12 months from the Operational Service Date (unless otherwise agreed) over which the Service will be provided.
<b>“Input Material”</b>	means all information reasonably required by BT to provide the Service including but not limited to details of Equipment, serial numbers and location.
<b>“IT Services”</b>	means BT IT Services Limited of 3 Midland Way, Barlborough Links, Barlborough, Chesterfield, S43 4XA, registered in England No. 02277581.
<b>“Maintenance Release”</b>	means an incremental release of Software that provides maintenances fixes and may provide additional software functions. Maintenance releases are designated by the Equipment Manufacturer, typically as a change in the digit(s) to the right of the tenths digit of the software version number x.x.(x) or to the right of the hundredths digit of the software version number x.x.x.(x).
<b>“Major Release”</b>	means a release of Software that provides additional software features and/or functions. Major releases of Software are designated by the Equipment Manufacturer, typically as a change in the integer digit of the software version number (x).x.x.
<b>“Minor Release”</b>	means an incremental release of Software that provides maintenance fixes and additional software features. Minor Releases are designated by the Equipment Manufacturer, typically as a change in the tenths digit(s) of the software version number x.(x).x.
<b>“Operating Software”</b>	means software responsible for the management and coordination of processing activities and the sharing of resources in relation to the device upon which it is installed.
<b>“Priority”</b>	means the priority assigned to a Service Request by the parties as set out in paragraph 2.1.5.
<b>“Response Time”</b>	means the target response time for the Service chosen by the Customer and shown in the appropriate column of the tables at Appendix A, starting from BT’s receipt of a Service Request, the report of a fault or as set out in paragraph 2.3, and ending with the earlier of the provision to the Customer of the requested information, hardware or software, the remote resolution of a fault or the attendance of an engineer at the Site (as appropriate).
<b>“Secondary Market Equipment”</b>	means any Equipment not supplied by BT and which has, or is found to have been, procured from a source not authorised by the Equipment Manufacturer to sell the Equipment within the country in which the Service is provided.



“ <b>Security Feature Set</b> ”	means a group of functions, capabilities or capacities related to the security of the device and/or the network in which the device is installed.
“ <b>Service</b> ”	means the BT iNcare Service or part of it as appropriate.
“ <b>Service Hours</b> ”	means the hours of operation for each Service as specified in Appendix A.
“ <b>Service Level</b> ”	means the service level applicable to each specific Service, including (but not limited to) the relevant Service Hours and Response Time for each Service as set out in Table 1 at Appendix A.
“ <b>Service Request</b> ”	means a request made by the Customer to BT for the Service.
“ <b>Software</b> ”	means any software and associated written and electronic documentation and data provided or used by BT under the Contract.
“ <b>TSC</b> ”	means the BT Technical Support Centre.

## **2 Service Description**

### **2.1 Introduction**

- 2.1.1 The core Service has a modular structure in which individual elements of Service are combined to form a range of specific Services, identified by the product codes and descriptors set out in Table 1 at Appendix A.
- 2.1.2 The specific Service(s) to be provided to the Customer in each case will be set out in the Order Form using product codes and descriptors that will correspond to the product codes and descriptors set out in Table 1 at Appendix A to this Service Schedule.
- 2.1.3 The individual elements of Service are listed below and described in paragraphs 2.2 to 2.8.
- (a) Remote Technical Support (which is available in addition to support provided as part of the Support Services);
  - (b) Advanced Hardware Replacement;
  - (c) Onsite Field Engineer;
  - (d) Access to Equipment Manufacturer’s Online Support Centre;
  - (e) Supply of Operating / Application Software and Updates;
  - (f) Security Feature Set Updates.
- 2.1.4 The relevant Service Level for each Service is set out in Table 1 against the entry corresponding to each product code and descriptor.
- 2.1.5 When a Service Request is made, a Priority will be allocated for it at the time. Where the Support Services are being provided, the applicable Priority will be dependent on the criteria set out in paragraph 7.1 (b) of the Support Services Section (Section 1). Otherwise, the Priority will be in accordance with the following:
- (a) Priority 1 - An existing network is down;
  - (b) Priority 2 - Operation of an existing network is severely degraded;;
  - (c) Priority 3 - Operational performance of the existing network is impaired
  - (d) Priority 4 - Information or assistance is required on product capabilities, installation or configuration;
  - (e) Priority 5 - Non service affecting issues.
- 2.1.6 If the Customer chooses a service that is provided through a third party supplier (identified by product codes that begin with **CARE-3P-** or specifically, in the case of Cisco® Technical Support Services, **CON-** or the product code **CARE-3P-CIS**) then the service will be provided by the third party supplier in accordance with the service description (if any) provided by the relevant third party supplier as set out in Table 2 at Appendix B.
- 2.1.7 If the Customer chooses for IT Services to act as a single point of contact for a service provided through a third party supplier (identified by the product code **CARE-SPOC**) then the provisions of paragraph 2.2.6 will apply.



**Elements of Service**

**2.2 Remote Technical Support**

Remote Technical Support is available, where necessary, in addition to the support that is made available as part of the Support Services.

- 2.2.1 Support is available by telephone or email during Service Hours together with a remote diagnostic service that may be used as an aid to troubleshooting.
- 2.2.2 Provision of the remote diagnostic service is conditional upon the availability of a suitable means of remote access to enable BT to remotely access the Equipment where appropriate. The Customer must inform BT of its preferred means of access (if any).
- 2.2.3 Suitable means of remote access include: a PSTN or ISDN connection provided by the Customer, use of Internet and token authentication or use of a WebEx® session made available by the Customer in accordance with paragraph 5.1.
- 2.2.4 It is the Customer's responsibility to inform BT of all necessary connectivity information including as appropriate: IP addresses, dial-up numbers, user names and passwords either in writing or by email.
- 2.2.5 The composition of first level, second level and third level remote technical support is described below:
  - (a) **First Level Support:** covers enquiries or questions concerning routine operations involving the product such as 'how to do' certain common operations, command line options and features of the user interface. First level support will also manage the call if it requires escalation to second level support or to the manufacturer and will remain in contact with the Customer to confirm the current status of the Service Request.
  - (b) **Second Level Support:** extends support to include the use of advanced features of the product. This may include configuration, the investigation of suspected bugs, or failure of a product to perform in accordance with its specification. Where a problem cannot actually be fixed in the short term (such as a bug in the software), reasonable workarounds will be sought in conjunction with the manufacturer or third party maintainer.
  - (c) **Third Level Support:** provides the investigation and resolution of previously unknown problems such as issues relating to more advanced configuration problems or compatibility issues with other third party products. Third level support will also include the investigation of problems reported for the first time for which no documentation exists; resolving problems associated with an identified bug that is not yet published; fixing or generating workarounds for hardware problems or software bugs and troubleshooting bugs that were not diagnosed or resolved during first level or second level support.
- 2.2.6 If the Customer chooses for IT Services to act as a single point of contact for a service provided through a third party supplier (identified by the product code **CARE-SPOC**), then the provisions of this paragraph will apply:
  - (a) The TSC will act as a single point of contact for all Service Requests and will retain ownership of and management responsibility for each Service Request until such time as the Customer states that the fault that triggered the Service Request has been cleared.
  - (b) The TSC will provide incident and problem management including first level support (and where appropriate second level) together with escalation to the relevant third party supplier as and when necessary for either second level or third level support as required.
  - (c) The service provided by the third party supplier will be provided in accordance with the service description (if any) provided by the third party supplier as set out in Table 2 at Appendix B.
- 2.3 Advanced Hardware Replacement**
- 2.3.1 When making a Service Request for the advanced hardware replacement Service the Customer may either:
  - (a) inform BT of the item(s) it wishes to have replaced; or
  - (b) request BT to carry out remote diagnostics to try to establish the cause of any fault.
- 2.3.2 The Customer may end the remote diagnostic procedure at any time by informing BT of the item(s) it wishes to have replaced.
- 2.3.3 BT will send replacement hardware to Site within the Response Time which will start when the Customer has informed BT of the item(s) it wishes to have replaced in accordance with paragraph 2.3.1 (a) or, subject to paragraph 2.3.2, when BT has completed the remote diagnostics in accordance with paragraph 2.3.1 (b).



- 2.3.4 Any remote technical support provided in accordance with paragraph 2.2 will be made available during Service Hours to aid the Customer's installation of the replacement parts.
- 2.3.5 Replacement parts supplied will be either new, repaired or refurbished parts of a similar or higher specification. Where Equipment is either obsolete or unavailable BT reserves the right to supply a replacement part of a similar or higher specification
- 2.3.6 Subject to paragraph 2.3.10, replacement parts provided by BT will become the property of the Customer and the Equipment replaced will become the property of BT.
- 2.3.7 Equipment replaced must be returned to BT at the Customer's own expense within two (2) Business Days of the Customer's receipt of the replacement part. The same will apply to any parts incorrectly requested by the Customer.
- 2.3.8 When returning parts to BT the Customer is responsible for proper packaging, including where applicable a description of the failure and written specification of any change or alteration made.
- 2.3.9 In the case of Equipment replaced that has special handling requirements (for example, heavy lifting equipment) BT reserves the right to require the Equipment to remain on Site until suitable arrangements for its collection or return can be made. In these circumstances the Customer will be responsible for safe custody of the Equipment until its collection or return.
- 2.3.10 Replaced parts may be returned to the Customer at BT's discretion. The Customer must then return to BT the original replacement part as described in paragraph 2.3.7.
- 2.3.11 BT reserves the right to charge the Customer for any replacement parts supplied that are not returned as set out above. Such charge will be at the Equipment Manufacturer's full list price then prevailing or in the case of parts for which no current Equipment Manufacturer's list price exists, at BT's reasonable cost of replacement. BT may also charge the Customer the reasonable costs of carriage and administration where item(s) are incorrectly requested by the Customer under paragraph 2.3.1 (a) or paragraph 2.3.2.
- 2.3.12 BT will be entitled to withdraw Service for any Equipment upon giving thirty (30) days' notice to the Customer in writing if in the reasonable opinion of BT, the Equipment cannot be properly or economically serviced on the Site, provided that such notice will be of no effect if the Customer will agree to the Equipment being refurbished or replaced by BT and the Customer will agree to accept all reasonable charges associated with such refurbishment or replacement.
- 2.4 Onsite Field Engineer**
- 2.4.1 BT will carry out remote diagnostics to try to establish the cause of any fault. Where necessary BT will send an engineer to Site within the Response Time. If it is not possible to establish the cause of a fault remotely the engineer will continue diagnostic investigation on Site in conjunction with the Customer. The engineer will install any replacement items supplied under the advanced hardware replacement Service as described in paragraph 2.3.
- 2.4.2 If requested by the Customer, the engineer will install configurations and data onto any replacement Equipment, or reinstall them onto any BT Equipment used in connection with the Service from which they have been lost. If the Customer has purchased the configuration management element of the BT iNlife Service then the configurations and data will be from the latest back-up made under the BT iNlife Service. Otherwise, any installation or reinstallation is conditional upon the configurations and data being made immediately available by the Customer in a suitable format.
- 2.4.3 The engineer may remove all or part of the Equipment from the Site for the purpose of inspection, testing and repair. If the engineer is not able to remove any faulty item(s) from Site, BT will arrange collection of the faulty item(s) at its own expense within five (5) Business Days. Any faulty item(s) not removed by the engineer at the Customer's request must be returned by the Customer to BT as described in paragraph 2.3.7.
- 2.5 Access to Equipment Manufacturer's Online Support Centre**
- 2.5.1 Where such facility is provided by the Equipment Manufacturer, BT will provide the Customer with the necessary information to access the Equipment Manufacturer's online support centre where technical information and advice may be found.
- 2.6 Supply of Operating Software and Updates**
- 2.6.1 Where BT is providing Support Services, the provision of Operating Software, including any updates, is subject to the prior consent of BT's provider of Support Services, which will not be unreasonably withheld or delayed.
- 2.6.2 Subject to paragraph 2.6.1 above, where such facility is provided by the Equipment Manufacturer, Operating Software will normally be made available to the Customer through the Equipment

Manufacturer's online support centre. Any Operating Software that cannot be made available online will be supplied to the Customer within a reasonable time of the Service Request. Without prejudice to the generality of the foregoing the availability of Major Releases, Minor Releases and Maintenance Releases is subject strictly to availability criteria as may be determined by the Equipment Manufacturer from time to time.

2.6.3 Subject to paragraph 2.6.1 above, entitlement to Major Releases, Minor Releases and Maintenance Releases of Operating Software is set out in Table 1 at Appendix A.

2.6.4 Unless otherwise agreed under paragraph 2.6.1 above, it is the Customer's responsibility to install all Operating Software.

## **2.7 Supply of Application Software and Updates**

2.7.1 Where such facility is provided by the Equipment Manufacturer, Application Software will normally be made available to the Customer through the Equipment Manufacturer's online support centre. Any Application Software that cannot be made available online will be supplied to the Customer within a reasonable time of the Service Request. Without prejudice to the generality of the foregoing the availability of Application Software and updates is subject strictly to availability criteria as may be determined by the Equipment Manufacturer from time to time.

2.7.2 Entitlement to Major Releases, Minor Releases and Maintenance Releases of Application Software is set out in Table 1 at Appendix A.

2.7.3 It is the Customer's responsibility to install all Application Software.

## **2.8 Supply of Security Feature Set Updates**

2.8.1 Where the Equipment Manufacturer provides an automatic update service, the Customer may register with the Equipment Manufacturer to receive either automatic updates or notification that an update is available. Where the Customer chooses the automatic update option, Security Feature Sets installed on the Equipment or BT Equipment (where appropriate) will be updated automatically. Where the Customer chooses the notification option, following receipt of notification that an update is available the Customer may then choose to either accept or reject the update.

2.8.2 Where the Equipment Manufacturer does not offer an automatic update service the Customer will normally be able register with the Equipment Manufacturer to receive notification that an update is available. Where the Equipment Manufacturer offers the facility, the Customer may normally obtain Security Feature Set updates online directly from the Equipment Manufacturer's online support centre. Any Security Feature Set updates that cannot be made available directly to the Customer online can be requested by the Customer, and will be supplied to the Customer within five (5) Business Days of the Service Request or BT iNet's receipt of the update from the Equipment Manufacturer (whichever is the later). Without prejudice to the generality of the foregoing the availability of Security Feature Set updates is subject strictly to availability criteria as may be determined by the Equipment Manufacturer from time to time.

2.8.3 Entitlement to Security Feature Set updates is set out in Table 1 at Appendix A.

2.8.4 It is the Customer's responsibility to install all Security Feature Set updates.

## **3 Service Delivery and Dependencies**

### **3.1 Service Requests and Reporting of Faults**

3.1.1 When making a Service Request the Customer must provide BT with a contact name and telephone number which BT will use to advise the Customer of the progress being made to clear any fault. Unless the Parties have an agreed contact strategy in place as part of the Support Services, BT will use these contact details during the response period.

3.1.2 Notwithstanding BT's obligations under the Support Services, the Customer must promptly report faults in the Equipment by telephoning the number specified by BT. At the time of making a Service Request the Customer must provide all information reasonably necessary to verify entitlement to receive the Service.

3.1.3 Where the Customer chooses a Service where the Service Hours are not 24 hours a day, 7 days a week, then a Service Request made by the Customer:

(a) before the start of Service Hours on any Business Day will be treated as having been received at the start of Service Hours for that Business Day;

(b) after the end of Service Hours on any Business Day will be treated as having been received at the start of Service Hours on the next Business Day.





**3.2 Supply of Input Material and Inspection of Equipment not Supplied by BT**

- 3.2.1 The Customer must supply BT with the Input Material within twenty eight (28) days of the Operational Service Date. It may not be possible for BT to provide some or all aspects of the Service in full until such time as it has received the Input Material.
- 3.2.2 If the Customer does not supply the Input Material within the time specified, BT reserves the right to inspect the Equipment at the Customer's expense to collate the Input Material. The results of any such inspection shall not be relied upon by the Customer to be exhaustive or conclusive. It may not be possible for BT to provide some or all aspects of the Service in full in respect of Equipment not discovered during an inspection but later identified in some other way.
- 3.2.3 If the Customer requires BT to provide Service for Equipment not supplied by BT then BT reserves the right to inspect all such Equipment to assess its suitability for the Service. Following such inspection BT may reasonably require rectification work to, or replacement of, such Equipment at the Customer's expense to bring it to an appropriate hardware and/or software level.
- 3.2.4 BT will inform the Customer of any inspection it wishes to carry out.

**4 Service Boundary and Additional Services**

**4.1 What the Service Covers**

- 4.1.1 The Service covers faults resulting from normal wear and tear.
- 4.1.2 The Service can also cover faults or work resulting from other causes or circumstances, but an additional charge will be payable. Such other causes or circumstances may include:
- (a) misuse; incorrect environmental conditions including incorrect temperature and humidity levels; mains electrical surges or failures;
  - (b) lightning damage; electromagnetic interference; any other accidental or deliberate damage;
  - (c) correction of defects following the removal or connection of Equipment other than by BT iNet;
  - (d) connection by the Customer of other equipment to the Equipment; or
  - (e) BT being denied access to the Equipment.

**4.2 What the Service Does Not Cover**

- 4.2.1 The Service does not cover:
- (a) loss of Customer generated software programmes, data and information; or
  - (b) any loss or degradation of performance resulting from any change to the electrical, electromagnetic or physical environment in which the Equipment operates, for example, in the case of wireless equipment, radio frequency interference, tree growth, new or altered buildings or structures or any other materials obstructing either permanently or temporarily the line of sight of a wireless link;
  - (c) work at the Customer's request outside of the Service Hours; or;
  - (d) repair, replacement or re-routing of any Customer wiring or cabling or provision of additional wiring and cabling; or
  - (e) faults reported by the Customer which are not covered by the Contract; or
  - (f) an engineer attending Site to install Software unless required as part of a repair to the Equipment; or
  - (g) Secondary Market Equipment.
- 4.2.2 If BT discovers at any time that the Service is being provided to Secondary Market Equipment then BT reserves the right to either withdraw the Service to such Secondary Market Equipment or to end the Service.
- 4.2.3 BT reserves the right to make additional charges in respect of any visit to a Site made at the request of the Customer to repair equipment where no fault is found in the Equipment or where the fault is not covered by the Service as set out in paragraph 4.2.1.

**5 Customer's Obligations**

- 5.1 The Customer agrees:

- 1 to care for and use the Equipment in accordance with any BT and Equipment Manufacturer's instructions and to use it only for the purpose for which it was designed; and
  - 2 to provide an appropriate number of suitably skilled personnel at the Site during the provision of remote technical advice by BT or during a visit by an engineer to assist with investigation and resolution of any fault; and
  - 3 to co-operate in diagnosing faults by carrying out any diagnostic and test routines requested by BT or included in the Equipment Manufacturer's instructions and allowing BT to carry out remote diagnostic tests, where appropriate; and
  - 4 not to repair, adjust, or modify the Equipment without BT's written consent. However the Customer may, subject to BT's prior agreement (where Support Services are provided), make configuration changes in accordance with and within the limits specified in the Equipment Manufacturer's customer documentation. Where Support Services are not provided, the Customer must inform BT of any such configuration changes; and
  - 5 to ensure that mains power, power connections, fuses, interface, communications software, data terminal equipment interconnected to the Equipment and line connections are not defective; and
  - 6 to ensure that the built-in or supplied diagnostic facilities for the Equipment have been used in accordance with the Equipment Manufacturer's instructions; and
  - 7 to provide accurate and complete information when reasonably requested by BT; and
  - 8 where an update of Software or any part of it is licensed by a third party who requires the Customer to accept their terms of use, the Customer's use of the Software will be subject to the Customer's acceptance of those terms of use whether or not in the form of a separate end user licence agreement, and the Customer must keep to those terms; and
  - 9 either not to use any Software provided under the Contract with any equipment other than the Equipment registered with BT for the Service or to pay any additional licence, audit or other fees associated with such Software for such use; and
  - 10 to make regular back-ups of configurations and data adequate for its purposes and to store, archive and maintain those back-ups in accordance with good industry practice; and
  - 11 not to appoint or contract with any other person, firm or company to supply all or any part of the Service; and
  - 12 to provide a suitable means of remote access to the Equipment in accordance with paragraph 2.2.3.
- 5.2 The Customer is responsible for the security and proper use of all user identifications and passwords provided in connection with the Service (including changing passwords on a regular basis) and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people. The Customer must immediately inform BT if there is any reason to believe that a user identification or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.
- 6 Charges**
- 6.1 The Customer will be invoiced annually in advance unless otherwise agreed.
- 6.2 BT reserves the right to raise additional charges where the Customer requests additional service(s) or where, in BT's reasonable opinion, such charges are necessary as a result of the Customer's instructions, or the incompleteness or inaccuracy of information provided by the Customer. BT will inform the Customer in writing of any additional charges.
- 6.3 The termination charges are set out in paragraph 8 of Section 10 (Termination Charges).

**Appendix A Core Services, Service Options and Service Levels**

**1 Introduction**

- 1.1 The product code(s) shown in brackets ( ) beneath each of the descriptors in the first column of the tables below will correspond to one or more product codes detailed in the Order Form according to the Service chosen.
- 1.2 Descriptions for each element of Service shown in Table 1 are given in paragraphs 2.2 to 2.8 of this Service Schedule according to the paragraph reference(s) shown in the column headings.
- 1.3 The applicable Service Level for each Service is shown in the body of the tables below at the intersection of the row corresponding to the relevant product code and descriptor and the column identifying the relevant element of Service component.

Table 1

<b>CORE SERVICES and SERVICE LEVELS</b>						
<b>Product Code and Descriptor</b>	<b>Remote Technical Support</b> (Paragraph 2.2)	<b>Advanced Hardware Replacement</b> (Paragraph 2.3)	<b>Onsite Field Engineer</b> (Paragraph 2.4)	<b>Access to Equipment Mfr's Online Support Centre</b> (Paragraph 2.5)	<b>Supply of Operating / Application Software Updates</b> (Paragraphs 2.6 & 2.7)	<b>Security Feature Set Updates</b> (Paragraph 2.8)
<b>Onsite 24x7x4</b> <b>(CARE-OSP)</b>	24 hours a day, 7 days a week	Advanced hardware replacement in four (4) hours. 24 hours a day, 7 days a week	Onsite response within four (4) hours. 24 hours a day, 7 days a week	Yes	Major, Minor & Maintenance releases of Operating Software	No
<b>Onsite 10x5x4</b> <b>(CARE-OSE)</b>	Business Days, 8am to 6pm.	Advanced hardware replacement in four (4) hours. Business Days, 8am to 6pm.	Onsite response within four (4) hours. Business Days, 8am to 6pm.	Yes	Major, Minor & Maintenance releases of Operating Software	No
<b>Onsite 10x5xNBD</b> <b>(CARE-OS)</b>	Business Days, 8am to 6pm.	Advanced hardware replacement by the end of the next Business Day. Business Days, 8am to 6pm.	Onsite response by the end of the next Business Day. Business Days, 8am to 6pm.	Yes	Major, Minor & Maintenance releases of Operating Software	No
<b>IPS Onsite 24x7x4</b> <b>(CARE-SUO3)</b>	24 hours a day, 7 days a week	Advanced hardware replacement in four (4) hours. 24 hours a day, 7 days a week	Onsite response within four (4) hours. 24 hours a day, 7 days a week	Yes	Major, Minor & Maintenance releases of Operating Software	Yes



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CORE SERVICES and SERVICE LEVELS						
Product Code and Descriptor	Remote Technical Support (Paragraph 2.2)	Advanced Hardware Replacement (Paragraph 2.3)	Onsite Field Engineer (Paragraph 2.4)	Access to Equipment Mfr's Online Support Centre (Paragraph 2.5)	Supply of Operating / Application Software Updates (Paragraphs 2.6 & 2.7)	Security Feature Set Updates (Paragraph 2.8)
<b>IPS Onsite 10x5x4 (CARE-SUO2)</b>	Business Days, 8am to 6pm.	Advanced hardware replacement in four (4) hours. Business Days, 8am to 6pm.	Onsite response within four (4) hours. Business Days, 8am to 6pm.	Yes	Major, Minor & Maintenance releases of Operating Software	Yes
<b>IPS Onsite 10x5xNBD (CARE-SUO1)</b>	Business Days, 8am to 6pm.	Advanced hardware replacement by the end of the next Business Day. Business Days, 8am to 6pm.	Onsite response by the end of the next Business Day. Business Days, 8am to 6pm.	Yes	Major, Minor & Maintenance releases of Operating Software	Yes

**Appendix B Services Provided by Third Party Suppliers**

**1 Introduction**

- 1.1 The product code(s) shown in brackets ( ) beneath each of the descriptors in the first column of the table below will correspond to one or more product codes detailed in the Order Form according to the Service chosen.
- 1.2 A description for each of the Services is available as shown in Table 2.

**Table 2**

<b>SERVICES PROVIDED BY THIRD PARTY SUPPLIERS</b> <b>(CARE-3P-s)</b>		
Product Code and Descriptor	Third Party Supplier (Paragraph 2.1.6)	Service Description Location (Paragraph 2.1.6)
<b>Cisco® Technical Support Services</b>  <b>(CARE-3P-CIS)</b> or <b>(CON-)</b>  <i>includes all codes beginning CON-</i>	Cisco Systems, Inc.	<a href="http://www.cisco.com/web/about/doing_business/legal/service_descriptions/index.html">http://www.cisco.com/web/about/doing_business/legal/service_descriptions/index.html</a>
<b>EMC® Premium Support</b>  <b>(CARE-3P-EMC)</b>	EMC Corporation	<a href="http://uk.emc.com/support-training/support/emc-product-warranty-maintenance-use-rights.htm">http://uk.emc.com/support-training/support/emc-product-warranty-maintenance-use-rights.htm</a>
<b>Fortinet FortiCare and FortiGuard</b>  <b>(CARE-3P-FRT)</b>	Fortinet, Inc.	<a href="http://www.fortinet.com/support/forticare_support/index.html">http://www.fortinet.com/support/forticare_support/index.html</a>

All trademarks referred to in the above table are the property of their respective owners.



## **SECTION 9 SERVICE LEVEL AGREEMENTS**

The Service Level Agreements that are included as part of the Services provided are set out below. These Service Level Agreements use the applicable definitions in the Conditions and those in the relevant Section of this Schedule.

### **1 IP Connect UK**

1.1 The Service Level Guarantee for IP Connect UK can be found at [Section 47, Part 2, Subpart Service Level Guarantee \(SLG\) Scheme of the BT Price List](#)

The Service Level Guarantee Exclusions are set out in paragraph 6.4 below.

### **1.2 Customer Claims**

If there are Eligible Failures, claims must be made in accordance with the BT Price List (see link referred in paragraph 1.1).

The Customer must provide the following information as part of the claim:

- Access speed
- Access and Service reference as applicable
- BT Account Number
- Calendar month of claim
- Company Name
- Contact Name
- Position in Company
- Contact Address
- e-mail address (mandatory)
- Phone and Fax number
- Product Name
- Site preferred name
- Reason for claim/details of failure
- Ticket number(s)
- Type of Resilience (where applicable)

Failure to provide the above information may result in a delay in processing the claim:

### **1.3 Payment by BT**

Payment by BT shall be made in accordance with the BT Price List (see link referred in paragraph 1.1).

The Customer must notify BT in writing within 2 months of the date of BT's response if there is a dispute or query concerning the application by BT of this Service Schedule.

### **1.4 Service Level Guarantee Exclusions**

This Service Level Guarantee will not apply where:

- (a) a claim is made for Service Availability Failure within the first 30 calendar days of a new installation or re-configuration of the existing Service;
- (b) the Failure of the Service is a result of any suspension of the Service under the provisions of this Contract;
- (c) the incident is due to a fault on the Customer's network or own equipment configuration, on the Customer's side of the Network Terminating Equipment;
- (d) a fault on BT's Network is due to action taken by the Customer;
- (e) faults and delays in the delivery of the Service reported by the Customer are not observed or confirmed by BT;
- (f) disruptions occur within a pre-notified engineering works window;
- (g) a Customer access fails due to suspension of the Service for breach of the Contract by the Customer or where clause 15 of the Conditions applies.



**2 IP Connect Global**

**2.1 Definitions**

“Site” means an individual Site or Circuit as appropriate.

**2.2 Introduction**

2.2.1 BT will use its reasonable endeavours to achieve the Delivery, Availability, Restoration Time and Network Performance Service Levels applicable to the Service. If BT fails to achieve this, then the Customer may claim Service Credits in accordance with this Schedule. These Service Levels apply to each Site and each element of Service within the SMB unless otherwise stated in this Schedule or in the Order.

2.2.2 Service Credits will be based on Site Charges, that is, the monthly charges for the Service at a Site as set out in the Order. For Services with Usage Charges, the Site Charges used to calculate Service Credits, shall be the sum of the Usage Charges for the last three (3) Months divided by three (3).

**2.3 Delivery**

Delivery, that is, the delivery and installation of Service at a Site occurs on the Operational Service Date. BT will deliver the Service in accordance with this Schedule.

2.3.1 On the Order for any Site, the Customer may request a delivery date (the “Customer Requested Date” or “CRD”). After the Customer has signed the Order, BT will provide an Indicative Delivery Date and (where applicable) BT will then conduct a Site survey. Subject to there being no issues arising from the Site survey and subject to BT receiving appropriate confirmation from its suppliers, BT will provide a Customer Commit Date (“CCD”), which is the date on which BT agrees to deliver the Service. Notwithstanding clause 7.4 of the Conditions and paragraphs 2.3.2 and 2.3.3 of this Section, if the Customer delays Service delivery, the Customer agrees that it shall pay (i) BT’s invoice for Charges which would have become due on the last CCD agreed in writing by BT and (ii) BT’s invoices for recurring Charges, which are due monthly in advance. In these circumstances the Service Levels on Service delivery after the CCD as set out in this paragraph 2.3 shall not apply.

2.3.2 If the Site survey reveals issues which affect the Order (including Charges and conditions) BT reserves the right to provide a new quotation. If the Customer accepts the new quotation then the existing Order will be cancelled, a new Order will be generated on the basis of the new quotation and the provisions of paragraph 2.3.1 shall apply. If the Customer does not accept the new quotation then the existing Order will be cancelled, BT will not provide Service and the Customer agrees that BT shall not be liable in these circumstances.

2.3.3 If Delivery of the Service occurs after the CCD the Customer may claim a Service Credit of 4% of the Site Charges for each Business Day’s delay, up to a maximum of one Month’s Site Charges.

2.3.4 The Customer agrees that BT may expedite Delivery either for operational reasons or in response to a Customer request. This will not affect the original CCD and no Service Level will apply to any expedited date. In such circumstances, the Customer agrees that the expedited Delivery date shall be the Operational Service Date.

2.3.5 If the Customer requests a change to the Service or any part of the Service including, without limitation, any equipment or any IP address location, BT reserves the right to change the CCD and the Service Level for the original CCD will no longer apply.

**2.4 Availability**

2.4.1 BT will assign an availability category (“SLA Category”) determined by the Service, configuration and Site location. This will be stated on the Order. (Note, for Circuits and other point to point services where a failure at one Site will affect the other Site, the SLA Category is the one for the Site in the lowest SLA Category location.) Each SLA Category has an associated Annual Performance Target (APT), which is used to calculate the APT Downtime. BT will count Downtime for each properly reported Qualifying Incident and will keep a record of cumulative Downtime by Site, in units of full minutes, for each Month and the SLA Year.

If cumulative Downtime in a Month exceeds the Service Credit Start Point (SCSP), the Customer may claim a Standard Service Credit(s) as shown in the table below, for each affected Site up to a maximum of the Capping Level.

If the cumulative Downtime in any SLA Year (or portion of a SLA Year for Sites installed for less than a SLA Year) exceeds the APT Downtime BT will apply the Elevated Service Credit(s) shown in the table below for all valid claims until the cumulative Downtime in the SLA Year falls below the APT Downtime. During this time the SCSP will be immediate for all SLA Categories.

Unless otherwise stated Service Credits apply to each started hour of Downtime above the SCSP.

SLA Category	Annual Performance Target (APT)	APT Downtime	SCSP for Standard Service Credits	Standard Service Credits	Elevated Service Credits
<b>Cat A+</b>	=>99.99%	1 hour	immediate	4% of Site Charges for each started 15 minutes of Downtime above the SCSP	8% of Site Charges for each started 15 minutes of Downtime
<b>Cat A</b>	=>99.95%	4 hours	immediate	4% of Site Charges	8% of Site Charges
<b>Cat B</b>	=>99.90%	8 hours	1 hour	4% of Site Charges	8% of Site Charges
<b>Cat C</b>	=>99.85%	13 hours	3 hours	4% of Site Charges	4% of Site Charges
<b>Cat D</b>	=>99.80%	17 hours	5 hours	4% of Site Charges	4% of Site Charges
<b>Cat E</b>	=>99.70%	26 hours	7 hours	4% of Site Charges	4% of Site Charges
<b>Cat F</b>	=>99.50%	43 hours	9 hours	4% of Site Charges	4% of Site Charges
<b>Cat G</b>	=>99.00%	87 hours	11 hours	4% of Site Charges	4% of Site Charges
<b>Cat H</b>	=>98.00%	175 hours	13 hours	4% of Site Charges	4% of Site Charges
<b>Cat I</b>	=>97.00%	262 hours	15 hours	4% of Site Charges	4% of Site Charges

2.4.2 Downtime is measured from when a Qualifying Incident is reported to BT's Service Centre and ends when BT clears the incident. The Customer will be given an incident report reference number ("trouble ticket" number) for each properly reported incident.

BT will inform the Customer when the incident is cleared, and will close the trouble ticket when either the Customer confirms within 20 minutes that the incident is cleared, or BT has attempted and failed to contact the Customer and the Customer does not respond within 20 minutes.

If the Customer confirms that the incident is not cleared within 20 minutes of being informed, the trouble ticket will remain open, and Downtime adjusted.

2.4.3 Downtime will only be measured during the Local Contracted Business Hours (for Access Incidents) or the Contracted Maintenance Hours (for BT Equipment Incidents) specified on the Order.

2.4.4 The following are not Qualifying Incidents, and Downtime will not be measured;

- (a) if the Customer asks BT to test the Service although no incident has been detected and/or reported;
- (b) if the Service has been modified or altered in any way by the Customer or at the Customer's request;
- (c) during Planned Maintenance;
- (d) for incidents due to any Customer performed network configurations not approved by BT;
- (e) for changes or alterations made other than by BT to the Service or to BT Equipment, connections, routing plan, applications or test equipment, or the mapping of applications; or
- (f) if an incident is reported and BT cannot confirm that an incident exists after performing tests.

## 2.5 Restore-Time (Resilience)

2.5.1 If the Customer orders a resilient service at a Site, that is with primary and secondary components (Access and CPE, if applicable), then if either the primary or secondary component fails and BT does not restore Service to both components within 24 hours of the Customer reporting or BT detecting the failure, ("the initial 24 hours") BT will give the Customer a Service Credit for valid claims.





- 2.5.2 The Service Credit will be 1% of the Monthly Recurring Site Charges for each started hour after the initial 24 hours up to a cap of 100% of the MRC.
- 2.5.3 As Service is available during this period this time will not count towards Downtime.
- 2.5.4 This paragraph 2.5 only applies if the Access and CPE components are ordered with 24x7 maintenance which may not be available in all locations.

**2.6 Network Performance**

In addition to the Service levels set out in paragraphs 3 to 5 above, network performance service levels apply to traffic sent at the subscribed rate and marked 'In-contract' and only to the Customer's Sites accessing the Service from certain countries where the Customer has at least two Sites in the applicable country or region. Not all classes of service are available from all locations.

The standard network performance SLA measures performance on the BT network and does not include the Customer's access to the BT Network.

If the Customer orders Site to Site performance reports, then BT may agree to set specific Site to Site targets, for RTD and Jitter, which will be dependent on the Customer's network configuration. For the avoidance of doubt, if BT agrees to set Site to Site targets for any Customer, then the regional Service Level set out in paragraphs 2.6.1, 2.6.2 and 2.6.3 below will not apply for that Customer.

BT will also provide network performance levels for its supplier's in-country networks for BT Reach-In NNI services.

The specific targets for the Customer's network will be set out below, unless otherwise set out in the Order.

**Network Performance – Regions**

The Regions for Network Performance are defined in the following table. The presence of a country in this table does not imply that the Service is available as a Service in that Region.

Europe 1	Europe 2	North America	Asia Pacific 1	Middle East
Austria	Estonia	Canada	Australia	Bahrain
Belgium	Bulgaria	Mexico	Hong Kong	Israel
Denmark	Croatia	USA	Japan	Kuwait
Finland	Cyprus		Singapore	Lebanon
France	Czech Rep.	<b>South America</b>		Pakistan
Germany	Greece	Argentina	<b>Asia Pacific 2</b>	Saudi Arabia
Ireland	Hungary	Brazil	China	UA Emirates
Italy	Poland	Chile	Indonesia	
Luxembourg	Romania	Colombia	Malaysia	<b>Africa</b>
Netherlands	Russia	Peru	New Zealand	Egypt
Norway	Slovakia	Venezuela	Philippines	Morocco
Portugal	Slovenia		South Korea	South Africa
Spain	Turkey	<b>India</b>	Thailand	
Sweden	Ukraine	India	Taiwan	
Switzerland			Vietnam	
UK (including Enhanced Access)			Kazakhstan	

If a Site is connected by an international private circuit to a POP in another country then the Site is considered to be in the POP country for the purpose of determining the network performance target. For example, a site in French Guiana connected to a POP in Paris is considered to be in "Europe 1" for regional SLAs.

**2.6.1 Round Trip Delay (all classes)**

BT will send two (2) test packets of 100 bytes for DE Class, ten (10) test packets of 100 bytes for AF Class or ten (10) test packets of 80 bytes for EF Class every minute, 24 hours a day between designated BT Network Provider Edge (PE) routers and measure the time it takes a test packet to return to its origin. Round Trip Delay statistics will be calculated as an average across all test packets sent and received in one month.

For valid claims, BT will give the Customer a Service Credit of 2% of the monthly Site Charges if BT fails to

meet the average RTD target set out in the table below for any Class of Service in any month. The Service Credit will double to 4% of monthly Site Charges if the target is missed by more than 20%.

Core SLA Region to SLA Region	EF RTD (in ms)	AF RTD (in ms)	DE RTD (in ms)
Within Europe Region 1	30	35	50
Europe Region 1 to Europe Region 2	45	50	65
Within Europe Region 2	70	80	95
Europe Region 1 to North America	140	145	155
Europe Region 2 to North America	165	175	190
Within North America	48	53	63
Asia Pac Region 1 to Europe Region 1	270	275	300
Asia Pac Region 2 to Europe Region 1	270	275	300
Asia Pac Region 1 to Europe Region 2	310	320	350
Asia Pac Region 2 to Europe Region 2	310	325	360
Asia Pac Region 1 to North America	225	230	255
Asia Pac Region 2 to North America	250	260	280
Within Asia Pac (Regions 1 and 2)	85	95	125
Within India	35	38	44
India Region to Europe Region 1	220	225	235
India Region to Europe Region 2	240	250	270
India Region to North America	310	320	340
India Region to Asia Pac Region 1	140	150	170
India Region to Asia Pac Region 2	145	160	185
Within Africa	TBA	TBA	TBA
Africa to Europe Region 1	250	260	270
Africa to Europe Region 2	290	305	315
Africa to North America	380	395	405
Africa to Asia Pac Region 1	215	230	240
Africa to Asia Pac Region 2	225	245	260
Africa to India	200	215	225
Within South America	100	110	125
South America to Europe Region 1	265	270	275
South America to Europe Region 2	290	300	310
South America to North America	175	185	195
South America to Asia Pac Region 1	390	400	410
South America to Asia Pac Region 2	415	430	440
South America to India	420	430	440
South America to Africa	500	515	525
Within Middle East	165	180	200
Middle East to Europe Region 1	140	150	165
Middle East to Europe Region 2	140	150	165
Middle East to North America	245	255	270
Middle East to South America	360	375	385
Middle East to Asia Pac Region 1	260	275	295
Middle East to Asia Pac Region 2	280	295	315
Middle East to India	235	250	270
Middle East to Africa	295	310	330

### 2.6.2 Packet Delivery (all Classes)

BT will send ten (10) test packets of 100 bytes for AF or DE Class or ten (10) test packets of 80 bytes for EF Class, every minute, 24 hours a day between designated BT Network PE routers. Packet delivery statistics will be calculated as an average of all test packets sent and received in one month.

For valid claims, BT will give the Customer a Service Credit of 2% of the monthly Site Charges if BT fails to meet the average Packet Delivery target set out in the Table below for any Class of Service in any month.



Core SLA Region to SLA Region	EF PD (%)	AF PD (%)	DE PD (%)
Within Europe (Regions 1 & 2)	99.90	99.90	99.60
Europe (Regions 1 and 2) to North America	99.90	99.90	99.60
Within North America	99.90	99.90	99.60
Asia Pac (Reg. 1 & 2) to Europe (Reg. 1 & 2)	99.80	99.80	99.40
Asia Pac (Regions 1 & 2) to North America	99.80	99.80	99.40
Within Asia Pac (Regions 1 & 2)	99.80	99.80	99.40
Within India	99.80	99.80	99.40
India to Europe (Regions 1 & 2)	99.80	99.80	99.40
India to North America	99.80	99.80	99.40
India to Asia Pac (Regions 1 & 2)	99.80	99.80	99.40
Within Africa	99.80	99.80	99.40
Africa to Europe (Regions 1 & 2)	99.80	99.80	99.40
Africa to North America	99.80	99.80	99.40
Africa to Asia Pac (Regions 1 & 2)	99.80	99.80	99.40
Africa to India	99.80	99.80	99.40
Within South America	99.80	99.80	99.40
South America to Europe (Regions 1 & 2)	99.80	99.80	99.40
South America to North America	99.80	99.80	99.40
South America to Asia Pac (Regions 1 & 2)	99.80	99.80	99.40
South America to India	99.80	99.80	99.40
South America to Africa	99.80	99.80	99.40
Within Middle East	99.80	99.80	99.40
Middle East to Europe Region 1	99.80	99.80	99.40
Middle East to Europe Region 2	99.80	99.80	99.40
Middle East to North America	99.80	99.80	99.40
Middle East to South America	99.80	99.80	99.40
Middle East to Asia Pac Region 1	99.80	99.80	99.40
Middle East to Asia Pac Region 2	99.80	99.80	99.40
Middle East to India	99.80	99.80	99.40
Middle East to Africa	99.80	99.80	99.40

**2.6.3 Jitter (EF Class only)**

BT will send ten (10) test 80 byte packets with 20 ms spacing, every minute, 24 hours a day between designated BT Network PE routers. Jitter statistics will be calculated as an average of all test packets sent and received over one Month.

For valid claims, BT will give the Customer a Service Credit of 2% of the monthly Site Charges if BT fails to meet the average Jitter target set out in the Table below in any month. The Service Credit will double to 4% of monthly Site Charges if the target is missed by more than 20%.

BT Network Performance Jitter SLA Core SLA Region to SLA Region	One Way EF Jitter (ms)
Within Europe (Regions 1&2)	3.0
Europe (Regions 1&2) to North America	3.5
Within North America	3.0
Asia Pac (Regions 1&2) to Europe (Regions 1&2)	5.0
Asia Pac (Regions 1&2) to North America	4.5
Within Asia Pac (Regions 1&2)	3.5
Within India	2.5
India to Europe (Regions 1&2)	4.0
India to North America	4.5
India to Asia Pac (Regions 1&2)	3.5

<b>BT Network Performance Jitter SLA Core SLA Region to SLA Region</b>	<b>One Way EF Jitter (ms)</b>
Within Africa	3.5
Africa to Europe (Regions 1&2)	4.0
Africa to North America	4.5
Africa to Asia Pac (Regions 1 & 2)	4.5
Africa to India	4.5
Within South America	3.5
South America to Europe (Regions 1 & 2)	4.5
South America to North America	4.0
South America to Asia Pac (Regions 1 & 2)	4.5
South America to India	4.5
South America to Africa	4.5
Within Middle East	3.5
Middle East to Europe Region 1	3.5
Middle East to Europe Region 2	4.0
Middle East to North America	4.0
Middle East to South America	4.5
Middle East to Asia Pac Region 1	4.5
Middle East to Asia Pac Region 2	4.5
Middle East to India	4.5
Middle East to Africa	5.0

#### 2.6.4 Site to Site Network Performance

The Site to Site SLA measures performance between designated Managed Routers at the Customer's Sites. Performance is measured using BT's customer reports platform and the Customer must order Site to Site Reports for each path to be measured, and pay the Charges for the reports. The following restrictions apply:

- (a) port speeds must be at T1/E1 and above;
- (b) access must be Leased Line;
- (c) the Service Level targets for a Site will no longer apply if there are changes in port speed or bandwidth at that Site. BT and the Customer will agree new targets for those Sites;
- (d) Service Level will not apply on any path in any month where average port utilisation exceeds 50%;
- (e) Service Level on network performance only applies for in-contract bandwidth (Only applies to EF and AF class traffic); and
- (f) for Sites where CE to CE (Site to Site) report is ordered we exclude them from the Regional Report so Regional Reports and regional processes such as service credits for regional breaches are not applicable.

#### 2.7 General Exclusions

2.7.1 Service Credits are limited to the Capping Level and are the Customer's sole right and remedy if BT does not meet the Service Levels.

2.7.2 Only BT's measurements shall be used to calculate Service Credits.

2.7.3 The Service Levels do not apply:

- (a) if the Customer does not provide access, delays providing access or denies permission for BT or its agents and suppliers to repair the Service;
- (b) during any trial period of the Service, or for Service or any part of the Service which has a Minimum Period less than 12 Months;
- (c) to failures due to matters beyond BT's reasonable control as detailed in clause 15 of the Conditions;
- (d) any outages which occur when dynamic line management is taking place during the period of 10 Business Days after the Operational Service Date.



- (e) to any Qualifying Incident not reported in accordance with BT's incident reporting procedures; or
- (f) if the Customer has not complied with the Contract.

2.7.4 BT will suspend measurement of Network Performance if there is:

- (a) a Qualifying Incident affecting Availability; or
- (b) a failure on the primary link on a resilient access and the speed of the Failover link is lower than the primary link.

Note, the designated BT Network PE routers used for the standard SLA measurements may, or may not, be BT Network PE routers that the Customer's Sites connect to.

### 2.8 Payment of Service Credits

- 2.8.1 To qualify for Service Credit(s), and before any Service Credit(s) can be applied, the Customer must make a claim, providing details of the reason for the claim, within 25 days of the end of the Month in which poor performance occurred.
- 2.8.2 Service Credits will normally be made by deduction from the Customer's invoice within two billing cycles of a claim being received.

## 3 Ethernet Connect UK

Subject to the amendments set out in paragraph 7 of Section 4, the Service Level Agreement for the Ethernet Connect UK is set out below.

### 3.1 Delivery

Delivery, that is, the delivery and installation of Service at a Site occurs on the Operational Service Date.

- 3.1.1 The Customer may request a delivery date on the Order for each Site, the "Customer Requested Date" ("CRD"). BT will respond with a Customer Commit Date ("CCD"), which is the date on which BT agrees to deliver the Service.
- 3.1.2 If at any time BT agrees to use reasonable endeavours to expedite Delivery, this will not affect the original CCD and no Service Level will apply to any expedited date.
- 3.1.3 If the Customer requests a change to the Service or any part of the Service including, without limitation, any equipment or any IP address location, this may affect the original CCD. In such cases BT reserves the right to re-negotiate a new date for Delivery and the Service Level for the original CCD will no longer apply.
- 3.1.4 If BT delivers any part of the Service after midnight on the CCD, then the Customer will automatically receive a reduction in the applicable Connection Charge (installation Charge) for each affected part of the Service as set forth below, up to 20% of the applicable Connection Charge.

Number of Business Days late (after the CDD)	Reduction in Connection Charge
1-10	5%
11-15	10%
16-20	15%
More than 20	20%

### 3.2 Availability

- 3.2.1 Downtime will only be measured during the Local Contracted Business Hours (for Access Faults) or the Contracted Maintenance Hours (for BT Equipment Faults) specified on the Order. If the Customer reports a Qualifying Incident in the Service, BT will aim to restore Service within 5 hours of the fault being reported.
- 3.2.2 BT will inform the Customer when the fault is cleared, and will close the trouble ticket when either the Customer confirms within a maximum period of 72 hours that the fault is cleared, or BT has attempted and failed to contact the Customer and the Customer does not respond within a maximum period of 72 hours. If the Customer confirms that the fault is not cleared within a maximum period of 72 hours of being informed, the trouble ticket will remain open, and Downtime adjusted. Following closure of the trouble ticket, the time taken by the Customer to retest the Service does not constitute Downtime for the calculation of Service Credits.
- 3.2.3 When BT exceeds the target repair times for a reported fault and the reported fault is a Qualifying Incident, then the Customer will automatically receive a Service Credit. The Service Credits will be as follows:



For each hour or part hour beyond the target repair time, a Service Credit of 15% of the Monthly rental will be applied up to a maximum of:-

- (a) 100% of Monthly rental for the affected EVC; and
- (b) 100% of Monthly rental for the affected dedicated circuit (Etherway).

### **3.4 General Exclusions**

3.4.1 The following are not Qualifying Incidents, and Downtime will not be measured;

- (a) if the Customer asks BT to test the Service although no fault has been detected and/or reported;
- (b) if the Service has been modified or altered in any way by the Customer or at the Customer's request;
- (c) during Planned Maintenance;
- (d) for faults due to any Customer performed network configurations not approved by BT;
- (e) for changes or alterations made other than by BT to the Service or to BT Equipment, connections, routing plan, applications or test equipment, or the mapping of applications; or
- (f) if a fault is reported and BT cannot confirm that a fault exists after performing tests.

3.4.2 Only measurements carried out by BT shall be used in the calculation of Service Credits.

3.4.3 The Service Levels do not apply

- (a) if the Customer does not provide access, delays providing access or denies permission for BT or its agents and suppliers to carry out necessary repairs to the Service;
- (b) if failure is due to matters beyond the reasonable control of BT as detailed in the Conditions;
- (c) to any Qualifying Incident not reported in accordance with BT's fault reporting procedures; or
- (d) if the Customer has not complied with the Contract.

### **3.5 Payment of Service Credits**

The Service Credit will be payable to the Customer on their next invoice.

## **4 BT Net (Internet Connect UK)**

### **4.1 Definitions**

**"Asymmetric Digital Subscriber Line"** or **"ADSL"** means a type of digital subscriber line technology that enables faster data transmission over copper telephone lines than a conventional voiceband modem can provide.

**"ADSL Access Connections"** means access connections made via ADSL.

**"Contractual Delivery Date"** or **"(CDD)"** means the date on which BT is to complete installation of the Service or such later date as may be agreed in writing. The CDD for installations requiring major construction work will be as agreed with the Customer.

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

**"Outage"** means any failure of the Service via an individual access method causing continuous total loss of the ability to transmit IP packets.

**"Outage Period"** means the total number of hours in a calendar month where there has been Outage.

**"Resilient"** means the Service is being provided with one of the available resilience options.

**"Ticket Number"** means a reference number provided by BT to a Customer reporting an Outage.

**"Transatlantic Network Connection"** means the connection between a BT selected PoP in the BT Network and BT 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 designated routers within the BT Network in the UK.

### **4.2 Installation**

4.2.1 BT agrees to install the Service by a CDD. If the Customer requests a change to the specification of the Service before provision is complete, the date by which BT agrees to provide the Service to the new specification will become the CDD.



4.2.2 Service is installed when BT provides the following elements of the Service to the Customer enabling the Customer to use the Service:

- (a) the Network Terminating Unit, including configuration, excludes “No Router Option” Service; and
- (b) the dedicated circuits between the Site and the PoP,

4.2.3 If BT fails to meet the CDD for the Service BT will apply a reduction to the Customer’s standard 1 year connection charge as shown in the tables below. This also applies to a circuit purchased with a free connection offer or as part of a 3 or 5 year Minimum Period.

4.2.4 BTnet (Internet Connect UK) – non-Ethernet in the First Mile (EFM) and GEA type delivery)

Number of days beyond CDD	Percentage reduction in charges
7 Business Days	10%
8 – 31 Business Days	20%
32 Business Days to 6 months	50%
Over 6 months	100%

BTnet (Internet Connect UK) EFM and GEA type delivery

Number of days beyond CDD	Percentage reduction in charges
1-10 Business Days	5%
11-15 Business Days	10%
16-20 Business Days	15%
More than 20 Business Days	20%

4.2.5 If BT fails to meet the CDD, claims must be made within 28 days of the CDD quoting the relevant Customer reference number by e-mail to: [directslg@bt.net](mailto:directslg@bt.net)

**4.3 Service Availability**

- 4.3.1 (a) BTnet (Internet Connect UK) - BT aims to provide the Service with a target of 100% availability at all times.
- (b) BTnet (Internet Connect UK) EFM – BT aims to provide the Service with a target availability of 99.95% availability at all times, subject to the terms of this Contract.
- (c) BTnet (Internet Connect UK) GEA - BT aims to provide the Service with a target availability of 99.95% availability at all times.

4.3.2 If there is an Outage, based on BT's data, the Customer’s sole remedy is that BT will apply a reduction to the Customer's rental charge for the Service as follows, provided the Customer reports the Outage and claims for a reduction to the rental charge in accordance with paragraphs 4.3.3 and 4.3.4 below:

- (a) where the Outage Period is less than or equal to 10 hours, BT will apply a reduction equivalent to one 1 day's rental charge per hour of downtime for that Service. For the purpose of calculating the Outage Period, a fraction of 1 hour will be rounded-up to the nearest hour;
- (b) the maximum reduction applied per quarter will be capped at 10 hours of Outage, which is equivalent to 10 days’ rental charge for that Service; or
- (c) where the Customer has taken a resilient option and experiences an Outage, BT, in accordance with this paragraph, will apply a reduction to the rental charges of both the primary and secondary links.

4.3.3 The Customer must report an Outage within two days of experiencing the Outage by telephone to IP Service Centre on 0800 699879. BT will provide the Customer with a Ticket Number.

4.3.4 Once BT verifies an Outage (including Network Latency as described in paragraph 4 of this Service Level Agreement), claims quoting the relevant Ticket Number must be made no later than the 28th day of the next month quoting the relevant Customer reference number by e-mail to: [directslg@bt.net](mailto:directslg@bt.net)



#### 4.4 Network Latency

- 4.4.1 BT agrees to provide the Service with a Latency commitment subject to the terms of this Contract.
- 4.4.2 Latency is determined by BT calculated upon the average round-trip transmission measurements taken in 10-minute intervals during a calendar month. Results are posted via the Service external website ([www.bt.net](http://www.bt.net)).
- 4.4.3 Latency commitment is applicable to the UK Core Network Connection and to the Transatlantic Network Connection. Please see table below for details:

Connection	Distance covered	Average round-trip Transmission time
UK Core Network Connection	Between a BT selected PoP in the BT Network and BT designated routers within the BT Network in the UK.	20 milliseconds or less
Transatlantic Network Connection	Between a BT selected PoP in the BT Network and BT designated transit routers at each end of the transatlantic link.	95 milliseconds or less

- 4.4.4 Based upon its data, if BT fails to meet the Latency commitment at any time in two consecutive calendar months, BT will apply a reduction equivalent to 1 day's rental charge for the Service.

#### 4.5 How BT will pay the reductions

- 4.5.1 Claims for reductions in the charges agreed by BT in accordance with this Service Level Agreement will be paid to the Customer as a reduction in the Customer's charges for that Service which BT will endeavour to include on the Customer's next invoice unless the Service has terminated in which case a separate payment will be made.
- 4.5.2 The Customer must notify BT in writing within 2 months of the date of BT's invoice if there is a dispute concerning the application by BT of this Service Level Agreement to the charges shown on the invoice concerned.

#### 4.6 What the Service Level Agreement does not cover

- 4.6.1 This Service Level Agreement will not apply where:
- (a) a claim is made for any failure of the Service within the first thirty (30) calendar days of a new installation or re-configuration of the existing Service, save for failure to meet the CDD;
  - (b) the failure of the Service is a result of any suspension of the Service under the provisions of this Contract;
  - (c) the incident is due to a fault on the Customer's network or own equipment configuration, on the Customer's side of the Network Terminating Unit;
  - (d) a fault on BT's Network is due to action taken by the Customer;
  - (e) faults and delays in the delivery of the Service reported by the Customer are not observed or confirmed by BT;
  - (g) disruptions occur within a pre-notified engineering works window;
  - (h) a Customer access fails due to suspension of the Service for breach of the Contract by the Customer or where clause 15 of the Conditions applies;
  - (i) the failure of the Service is due to a Denial of Service attack; or
  - (j) Service is affected by BT's intervention to protect against a Denial of Service attack.
- 4.6.2 This Service Level Agreement does not apply to ADSL Access Connections.





**5 Private Service (Including High Bandwidth Private Service)**

- 5.1 BT cannot guarantee that the Service will never be faulty. However, if BT fails:-
- (a) to provide a Private Circuit or High Bandwidth Private Circuit by the Contractual Delivery Date, the Reduced Charges Scheme will be applied by BT to the connection charge applicable;
  - (b) on one or more occasions to restore a failure of a Private Circuit or High Bandwidth Private Circuit in accordance with the appropriate parameters of the Reduced Charges Scheme; BT will, at the end of the Reduced Charges Cycle, apply the Reduced Charges Scheme to the Private Circuit or High Bandwidth Private Circuit rental for the period covered by the Reduced Charges Cycle. If Standard Care applies to the Customer's Private Circuit or High Bandwidth Private Circuit and BT fails to restore a failure of the Private Circuit in accordance with the parameters of the Reduced Charges Scheme, any claim for application of the Reduced Charges Scheme must be made within 2 months of restoration of the Private Circuit or High Bandwidth Private Circuit.
- 5.2 The Customer must notify BT in writing within 2 months of the date of a bill, if there is a dispute concerning the application by BT of the Reduced Charges Scheme to the charges shown on the bill concerned. Unless BT is negligent, BT's only liability under this Agreement is as set out in the Reduced Charges Scheme.
- 5.3 Unless the Reduced Charges Scheme says otherwise, BT is not liable to the Customer for any loss of business, profit revenue, goodwill (including pecuniary losses arising from loss of goodwill) or expected savings, wasted expense, financial loss or data being lost or corrupted or for any loss that could not have been reasonably foreseen.



## **SECTION 10 TERMINATION CHARGES**

The Termination Charges that are included as part of the Services provided are set out below. The Termination Charges set out below use the applicable definitions in the Conditions and those in the relevant Section of this Schedule.

### **1 Network Management Services**

1.1 Subject to paragraph 1.2 below, the termination compensation that the Customer must pay in the event that the Contract or Network Management Service is terminated before the end of the Minimum Period and clause 13.6 of the Conditions applies is set out below:

- (a) For termination prior to the Operational Service Date:-
  - Any Network Installation and Consultancy Charges as yet to be invoiced.
- (b) For termination during the first year of the Minimum Period of Service:-
  - The complete annual service charge for the remainder of the first year, and twenty percent (20%) of the annual service charge specified in the Order for the remainder of the Minimum Period of Service.
- (c) For termination after completion of the first year of the Minimum Period of Service:-
  - Twenty percent (20%) of the annual service charge specified in the Order for the remainder of the Minimum Period of Service.

1.2 Where Network Installation & Consultancy Services are to be amortised over the Minimum Period of Service, BT will invoice for, and the Customer will pay, any remaining installments as yet uninvoiced in the event of termination for the reasons detailed in paragraph 1.1.

### **2 IP Connect UK**

2.1 Subject to paragraph 2.2 below, the termination compensation that the Customer must pay BT in the event that the Contract or IP Connect UK Service is terminated before the end of the Contract Term and/or the Minimum Period and clause 13.6 of the Conditions applies is as set out in the BT Price List.

2.2 If the Customer terminates the Contract or IP Connect UK Service because BT has increased the Charges or materially changed the conditions of the IP Connect UK Service to the Customer's detriment, then the termination compensation referred to in paragraph 1.1 above will not apply.

2.3 In accordance with clause 6.4 (e) of the Conditions, on termination of the IP Connect UK Service to one or more Sites at any time, the Customer will pay De-installation Charges, in addition to all outstanding Charges for the Service rendered.

### **3 IP Connect Global**

3.1 The termination compensation that the Customer must pay BT in the event that the Contract or the IP Connect Global Service is terminated before the end of the Minimum Period and the provisions of clause 13.6 of the Conditions applies is set out below:

- (a) an amount equal to 100% of the recurring Charges per Site for any remaining Months of the first 12 Months of the Minimum Period;
- (b) an amount equal to 20% of the recurring Charges per Site for all other remaining Months of the Minimum Period;
- (c) any waived Installation Charges per Site where Service is terminated within the first twelve (12) Months of the Minimum Period;
- (d) any additional charges which BT has to pay a supplier as a result of early termination of the Service;
- (e) any remaining charges outstanding with regards to BT Equipment; and
- (f) De-installation Charges in accordance with paragraph 2.2 below.

3.2 In accordance with clause 6.4 (e) of the Conditions, and unless paragraph 7.1 of Section 3 above applies, on termination of the Service to one or more Sites at any time, the Customer will pay De-installation Charges, in addition to all outstanding charges for the Service rendered.

### **4 Ethernet Connect UK**



- 4.1 The termination compensation that the Customer must pay in the event that the Contract or Ethernet Connect UK Service is terminated before the end of the Minimum Period and clause 13.6 of the Conditions applies is set out below:
- (a) an amount equal to the recurring Charges per Site for any remaining Months of the first 12 Months of the Minimum Period;
  - (b) an amount equal to 20% of the recurring Charges per Site for all other remaining Months of the Minimum Period;
  - (c) any waived Installation Charges per Site where Service is terminated within the first twelve (12) Months of the Minimum Period;
  - (d) any additional charges which BT has to pay a supplier as a result of early termination of the Service; and
  - (e) any remaining charges outstanding with regard to BT Equipment.

**5 BT Net (Internet Connect UK)**

**Cancellation of the Service**

- 5.1 If the Customer cancels the Service at any time prior to the OSD, subject to the payment of any Delay Charges due pursuant to paragraph 5.3 of Section 5 above, as well as the following Additional Charges (including those set out in paragraphs 5.2 and 5.3 below) for costs incurred in preparation by BT:

<b>Cancellation Request Received by BT</b>	<b>% of Standard Connection Charge Payable</b>
At any time after the Customer has received confirmation of the order being placed, up until BT confirms the CCD to the Customer	0%
At any time after BT has confirmed the CCD to the Customer	100%

- 5.2 The BT Account Manager will provide detail of the standard 1 year connection charges on request by the Customer.
- 5.3 In addition to the above Additional Charges, where the Customer has agreed to Excess Construction Charges, the Customer will also pay, by way of compensation, the full cost of any additional work which has been specifically incurred prior to the cancellation request being received by BT, such costs to be notified to the Customer by BT.

**Termination of the Service**

- 5.4 The termination compensation that the Customer must pay BT in the event that the Contract or Service is terminated before the end of the Initial Period and clause 13.6 of the Conditions applies is:
- (a) the Standard Connection Charge if the Customer has not already paid it as part of a one year Minimum Period;
  - (b) the complete Rental Charge for the remainder of the Initial Period; and
  - (c) 50% of the Rental Charge for the remainder of the Minimum Period (excluding the Initial Period).
- 5.5 The termination compensation that the Customer must pay BT in the event that the Agreement or Service is terminated after the expiry of the Initial Period but before the end of the Minimum Period and clause 13.6 of the Conditions applies is equal to 50% of the Rental Charge (excluding VAT) for the remainder of the Minimum Period (excluding the Initial Period).
- 5.6 Where the Customer has decreased its bandwidth via a Bandwidth Flex within the 6 months prior to the date of its notice to terminate, the Rental Charges due under paragraphs 5.4(b) and (c) and 7.5 will be calculated in accordance with the Rental Charges due prior to the Bandwidth Flex.

**6 Private Service (including High Bandwidth Private Service)**

- 6.1 The Customer agrees that, if the Customer alters the original Contractual Delivery Date more than three times, BT may, on expiry of 7 days written notice, treat the Service as being cancelled by the Customer under clause 13.1 of the Conditions.



# Contract for BT Managed WAN Services

## Service Schedule – Section 10 Termination Charges

- 6.2 The termination compensation that the Customer must pay BT in the event that the Contract or Service is terminated before the end of the Minimum Period and either clause 13.6 of the Conditions or paragraph 6.1 above applies is the rental or other charges for the remainder of any Minimum Period at the rate in force at termination or as otherwise provided in the BT Price List.
- 6.3 Paragraph 6.2 above will not apply if the Customer ends this Contract because BT has changed the Contract to the Customer's material detriment under clause 20.16 of the Conditions.

### 7 Sale & Installation of Product

- 7.1 If prior to delivery or collection the Customer cancels an Order for the supply of Product in accordance with Section 7 of this Schedule, the Customer will pay BT, by way of compensation, a cancellation charge which may include:
- (i) BT's charges for order processing and management; and/or,
  - (ii) any restocking charge incurred by BT for the return of the Product; and/or
  - (iii) any amounts paid or payable by BT to any third party supplier in anticipation of the supply of the Product and the performance of the services (if any).

BT will keep such charges to a minimum.

### 8 BT iNcare

- 8.1 The termination compensation that the Customer must pay BT in the event that the Contract or BT iNcare Service is terminated before the end of the Minimum Period and clause 13.6 of the Conditions applies is as set out below:

Point of Termination	Termination Charge
Before the Operational Service Date	Reimbursement of costs incurred by BT.
During the Initial Period	100% of the charges due for the remainder of the Initial Period plus any additional sums paid or payable by BT to any third party supplier in anticipation of the remainder of the Minimum Period.
Beyond the Initial Period and prior to the end of the Minimum Period (All product codes except <b>CARE-3P-</b> and <b>CON-</b> )	30% of the charges due for the remainder of the Minimum Period.
Beyond the Initial Period and prior to the end of the Minimum Period (Product codes <b>CARE-3P-</b> and <b>CON-</b> )	100% of the charges due for the remainder of the Minimum Period.

- 8.2 If the Customer terminates the BT iNcare Service BT will refund any money paid in advance by the Customer after first deducting any money due to BT under the Contract.