



# Cardway 2000 Service Service Schedule

## 1. SERVICE DESCRIPTION

1.1 The Service is a network service for transmission of short data messages from dial-up terminals to a central site. It allows a terminal at a remote location to send data in real time to a host computer. The terminal originates the call from a standard telephone line and dials up to a local gateway which gives access into a special data network. Calls are delivered to the host via one or more dedicated circuits carrying multiplexed data.

In order to route calls through the Service, the terminal at the originating site must dial the appropriate access number allocated by BT. The access number for the Service and all rights in it belong to BT. The Customer is not permitted to sell the number or agree to transfer it to anyone else and must not attempt to do so.

All charges for use of the Service to make calls to the Customer's host computer will be payable to BT by the Customer.

1.2 The interfaces to be provided for terminals using the Service will be as specified by BT from time to time and in accordance with BT Supplier Information Note, SIN 133.

1.3 The interface for the Customer's host computer will be via one or more dedicated circuits carrying multiplexed data as specified by BT from time to time and in accordance with BT Supplier Information Note, SIN 133.

1.4 The Service includes Total Care maintenance, which is a fault repair service operating twenty four hours a day, seven days per week, including Bank and other public holidays. Unless otherwise agreed in writing at the time of signature of the Contract, BT will respond within 4 hours of receipt of a fault report and, if the fault is not cleared during this period, BT will advise the Customer of the progress being made to clear the fault.

1.5 If the Customer reports a fault in the Service, BT will allocate a reference number and 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 Sites or a point in the BT network only if the action described above does not result in the fault being diagnosed or cleared and where such a visit is considered necessary by BT.

1.6 BT shall take all proper steps without undue delay to correct the fault.

## 2. CUSTOMER'S RESPONSIBILITIES

2.1 The Customer shall nominate a representative to liaise with BT on all matters in relation to the Service, including the reporting of faults and the conduct of all subsequent fault management communications between BT and the Customer.

2.2 It shall be the Customer's responsibility to provide at its own expense all equipment and services which it may require in order to use the Service, including but not limited to:

(a) the terminal equipment at the originating sites;

(b) the telephone lines at the originating sites;

(c) the host computer.

2.3 If the Customer wishes to report a fault in the Service, the Customer will contact BT in accordance with the arrangements notified to the Customer by BT. Prior to reporting any problem, however, the Customer will carry out an initial investigation to ensure that the problem has not been caused by faulty terminal or host equipment or by a faulty telephone line at the originating site. The Customer will report such problems separately to the relevant repair authorities.

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2.4 On signature of the Contract, the Customer will provide BT with a forecast of the volumes of traffic it expects to send over the Service during the first twelve months of the Contract term. The Customer shall update the forecast on a quarterly basis thereafter but undertakes to inform BT as soon as possible if there are any significant changes to the forecast at other times.

### 3. MINIMUM PERIOD OF SERVICE

The Service will be provided for a Minimum Period of twelve months. Each facility provided by BT as part of the Service will be subject to a separate Minimum Period.

### 4. PRICE REVIEW

BT will from time to time review the prices it charges for the Service in relation to its costs and general market factors.

### 5. SERVICE LEVEL GUARANTEE

5.1 Over each period of twenty four hours from midnight to midnight, BT will measure the availability of the Service by making regular test calls through the network to a BT host computer and exchanging transaction messages. These test calls will be made from different locations using different types of access in order to simulate closely a typical customer's use of the Service. BT will express the number of successful test calls as a percentage of the total number of test calls made, treating any failure to establish communication on the first dial attempt or any failure to exchange transaction data as unsuccessful. The target for availability measured in this way is at least 99%.

5.2 If in any period of twenty four hours from midnight to midnight the availability of the Service measured as described in paragraph 5.1 above is lower than 98%, then BT will give the Customer a reduction on all call charges for that period, calculated as follows:

<b>Measured availability</b>	<b>Reduction in Call Charges</b>
98% to 100%	Nil (satisfactory performance)
95% to 97.9%	2%
Below 95%	5%

Reductions will be calculated by BT and paid in the form of a credit against the next applicable invoice.

5.3 The provisions of paragraph 5.2 above will not apply in cases where a failure is:

- (a) attributable to the test equipment or the telephone line at the originating site;
- (b) caused by matters which are outside BT's reasonable control as described in paragraph 13 of the Conditions; or
- (c) directly or indirectly attributable to suspension of the Service in accordance with the Conditions.