



# BTnet (Internet Connect UK) Schedule to a Governing Agreement

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## A note on 'you'

'You' and 'your' mean the Customer.

## Words defined in the Governing Agreement

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

## Part A – The BTnet (Internet Connect UK) Service

### 1 Service Summary

- 1.1 BT will provide you with certain data services that allow you to connect to the Internet using a range of access methods at a variety of speeds over the BT Network, comprising:
  - 1.1.1 the Standard Service Components; and
  - 1.1.2 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 4 ("**BTnet (Internet Connect UK) Service**").
- 1.2 Where you select the BTnet (Internet Connect UK) Service under the Managed Service from BT:
  - 1.2.1 Paragraph 7.2 of this Schedule will not apply and in such case Paragraph 5.1 of Managed Service from BT Schedule to the General Terms will apply;
  - 1.2.2 Paragraph 7.7 of this Schedule will not apply and in such case Paragraph 11 of Managed Service from BT Schedule to the General Terms will apply; and
  - 1.2.3 Part C of this Schedule will not apply and in such case Part C of Managed Service from BT Schedule to the General Terms will apply.
- 1.3 Where you select BTnet (Internet Connect UK) under a Managed Service:
  - 1.3.1 Paragraph 7.2 and Paragraph 7.7 of this Schedule will not apply and in such case the equivalent provisions set out in Paragraph 4 of the Managed Service Schedule to the General Terms will apply.

### 2 Standard Service Components

- 2.1 BT will provide you with all the following standard service components ("**Standard Service Components**") in accordance with the details as set out in any applicable Order:
  - 2.1.1 an access method, comprised of either:
    - (a) a direct connection where the BTnet (Internet Connect UK) Service is delivered via digital fixed links and terminated on the Managed CPE at the Site enabling BT to manage the BTnet (Internet Connect UK) Service up to the Managed CPE; or
    - (b) a direct connection where the BTnet (Internet Connect UK) Service is delivered via digital fixed links and terminated on your Router/CPE at the Site with a Wires Only Service; or
    - (c) a direct connection where the BTnet (Internet Connect UK) Service is delivered via digital fixed links and terminated on a patch panel as a Wires Only Service in a Data Centre.
  - 2.1.2 the availability of the following range of access speeds necessary to deliver the bandwidths required by you:
    - (a) 2Mbps to 20Mbps over SOGEA;
    - (b) 2Mbps to 20Mbps GEA over FTTC;
    - (c) 30 Mbps, 50 Mbps and 100 Mbps options using GEA over FTTP;
    - (d) 2Mbps to 30Mbps GEA over FTTP;
    - (e) 2Mbps to 35Mbps EFM;
    - (f) 100Mbps Ethernet Fibre;
    - (g) 500Mbps Ethernet Fibre;
    - (h) 1Gbps Ethernet Fibre; or
    - (i) 10Gbps Ethernet Fibre;
  - 2.1.3 uncontended and symmetrical bandwidth;
  - 2.1.4 static or dynamic routed IP addresses;
  - 2.1.5 static assigned IPv4 and IPv6 addresses; and
  - 2.1.6 Maintenance Package.



- 2.2 Port speeds are available in varying increments based on Ethernet speeds. You acknowledge that due to network and IP overheads, the actual throughput that you experience during speed tests or IP application usage will be lower than the Ethernet line speed and Port speed selected. The reduction is typically 5-10%. The actual figure will vary depending on the IP application you are using, and is not fixed or guaranteed.
- 2.3 BT will apply Cleanfeed filtering to the Internet traffic through the provision of the Service. BT is not responsible for determining the contents of the Cleanfeed list used for the filtering. You will inform BT in writing if you do not want BT to apply such filtering by sending written Notice to BT in accordance with the process set out in the Governing Agreement.

### 3 Service Options

- 3.1 BT will provide you with any of the following options ("**Service Options**") as set out in any applicable Order and in accordance with the details as set out in that Order:
  - 3.1.1 Domain Name registration;
  - 3.1.2 DNS (Primary and Secondary Name Servers);
  - 3.1.3 BT voice enabled services including SIP (where available) from BT;
  - 3.1.4 SNMP read-only access to the Managed CPE to view utilisation and alarm statistics;
  - 3.1.5 BT Managed DDoS Security, as set out in the BT Managed DDoS Security Service Annex to this Schedule;
  - 3.1.6 BTnet Security Service where supported by the Managed CPE, as set out in the BTnet Security Service Annex to this schedule;
  - 3.1.7 reports on your bandwidth utilisation on request;
  - 3.1.8 depending on the configuration, routing protocol, speed of your network, and the availability of the options listed below, you may select one of the following:
    - (a) Failover – BT will configure the Secondary Access Line as a standby to the Primary Access Line. If the Primary Access Line fails traffic will route via the Secondary Access Line;
    - (b) Load balancing – BT will configure the Secondary Access Line for dual running with the Primary Access Line. If one Access Line fails, subject to sufficient capacity being available on the other, traffic can flow over the other; or
    - (c) Back-up – the provision of a Secondary Access Line option that provides a lower speed access back-up option; and
  - 3.1.9 up to four additional Wi-Fi access points. You may select additional Wi-Fi access point(s) only where:
    - (a) you have selected BTnet 1Gbps access bearer (regardless of your port speed); and
    - (b) your Managed CPE (where provided as part of the BTnet (Internet Connect UK) Service) consists of supported Cisco Meraki CPE.

### 4 Service Management Boundary

- 4.1 BT will provide and manage the BTnet (Internet Connect UK) Service in accordance with this Schedule and as set out in any applicable Order up to the demarcation points as set out in the remainder of this Paragraph 4 ("**Service Management Boundary**").
- 4.2 For BTnet (Internet Connect UK) Service with Managed CPE, the Service Management Boundary is the LAN Port on the Managed CPE. You are responsible for the cable connecting to the CPE owned by you.
- 4.3 For BTnet (Internet Connect UK) Service with an Unmanaged Customer Router/CPE (Wires Only Service), the Service Management Boundary is the Network Terminating Unit of the Access Line that BT provides. You are responsible for the cable connecting the NTU to the Customer Equipment.
- 4.4 For BTnet (Internet Connect UK) Service that terminates in a Data Centre, the Service Management Boundary is the patch panel termination point in the Data Centre Co-Locate Room. BT will not be responsible for connecting the Data Centre Co-Locate Room to the Data Centre MeetMe Room. You are responsible for ordering a Cross-Connect from the Data Centre provider to connect back to the location where the Customer Equipment is located.
- 4.5 For services with a Managed CPE supporting Wireless Access, BT is not responsible for wireless capability of the Wi-Fi and Guest Wi-Fi service in terms of connectivity, range, signal strength and bandwidth throughput; as these will vary depending on your specific circumstances. For example, CPE location, office layout, connecting devices and other limiting factors. Installation location of the Managed CPE may therefore impact wireless capability, range and performance and should be considered by the customer during service delivery.
- 4.6 For services provided with a Managed CPE, initial set up of the service at point of delivery will involve an engineer laptop connect via Ethernet cable in to one of the CPE LAN ports, with wireless connectivity not being tested.



- 4.7 BT will have no responsibility for the BTnet (Internet Connect UK) Service outside the Service Management Boundary.
- 4.8 BT does not make any representations, whether express or implied, about whether the BTnet (Internet Connect UK) Service will operate in combination with any Customer Equipment or other equipment and software.

### 5 Associated Services and Third Parties

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

### 6 Equipment

#### 6.1 Use of BT Equipment

In relation to BT Equipment, you will:

- 6.1.1 accept the specification of the Managed CPE where provided as part of the BTnet (Internet Connect UK) Service (excludes Wires Only Service) including but not limited to throughput, supported end-user client capacity, and available configuration options. Specifications of Managed CPE are available on request.
- 6.1.2 keep the BT Equipment safe and without risk to health;
- 6.1.3 only use the BT Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
- 6.1.4 not move or relocate the BT Equipment or any part of it from the Site(s) without BT's written consent and you will pay BT costs and expenses reasonably incurred as a result of such move or relocation;
- 6.1.5 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment, nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the BT Equipment;
- 6.1.6 not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment or any part of it;
- 6.1.7 not allow any lien, encumbrance or security interest over the BT Equipment, nor pledge the credit of BT for the repair of the BT Equipment or otherwise;
- 6.1.8 not claim to be owner of the BT Equipment and ensure that the owner of the Site(s) will not claim ownership of the BT Equipment, even where the BT Equipment is fixed to the Site(s);
- 6.1.9 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment;
- 6.1.10 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or miss-use of the BT Equipment or where the BT Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment is a result of fair wear and tear or caused by BT;
- 6.1.11 where there is a threatened seizure of the BT Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment; and
- 6.1.12 notify any interested third parties that BT owns the BT Equipment.

#### 6.2 BT Equipment

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

#### 6.3 WEEE Directive

- 6.3.1 You will comply with Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("**WEEE Directive**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("**WEEE**").
- 6.3.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 6.3 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 6.3.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.
- 6.3.4 You will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party which would not have been caused or made had you fulfilled your express or implied obligations under this Paragraph 6.3 or in connection with the WEEE Directive.
- 6.3.5 BT will notify you of any such claims or proceedings and keep you informed as to the progress of such claims or proceedings.

### 7 Specific Terms



### 7.1 Minimum Period of Service

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

### 7.2 Termination for Convenience

Either of us may, at any time after the Service Start Date and without cause, terminate the BTnet (Internet Connect UK) Service for convenience by giving 30 days' Notice to the other.

### 7.3 Access to the Internet

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

### 7.4 IP Addresses and Domain Names

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

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

7.4.2 BT does not ensure that any requested Domain Name is available from or approved for use by the applicable Regional Internet Registry and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.

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

7.4.4 You will pay all fees associated with registration and maintenance of your Domain Name, and will reimburse BT for any and all fees that BT pays to any applicable Regional Internet Registry, and thereafter pay such fees directly to the applicable Regional Internet Registry.

7.4.5 BT may, in BT's sole discretion, require you to select a replacement Domain Name and may either refuse to provide or may suspend BTnet (Internet Connect UK) Service if, in BT's opinion, there are reasonable grounds for BT to believe that the Domain Name is, or is likely to be offensive, abusive, defamatory or obscene, or infringe the rights of any person in a corresponding trademark or name.

### 7.5 Provider Independent Resources

If you require Provider Independent Resources (PIR) with the BTnet (Internet Connect UK) Service:

- (a) you will respond to any information requests from BT in order for BT to keep registration records up-to-date;
- (b) you will ensure that up-to-date registration data is provided to BT and you agree that some or all of this registration data is published in the applicable Regional Internet Registry's database;
- (c) you will not assign any of the PIR to a third party;
- (d) you will pay any registration fees to BT that apply for the PIR;
- (e) if you cannot be contacted or you do not pay any applicable registration fees to BT, the PIR will return by default to the applicable Regional Internet Registry;
- (f) your use of PIR is subject to the applicable Regional Internet Registry's policies; and
- (g) if you do not follow any of the relevant Regional Internet Registry's policies the PIR will return to the applicable Regional Internet Registry and BT may terminate the Contract for material breach in accordance with the terms set out in the Governing Agreement.

### 7.6 Invoicing

7.6.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:

- (a) Installation Charges, where applicable on the Service Start Date;
- (b) Recurring Charges, quarterly in advance on the first day of the relevant quarter (for any period where the BTnet (Internet Connect UK) Service is provided for less than one quarter, the Recurring Charges will be calculated on a daily basis;
- (c) any Termination Charges incurred in accordance with Paragraph 7.7 upon termination of the relevant Service; and
- (d) Excess Construction Charges, where applicable, up to the limit agreed in the Order.

7.6.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:

- (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;



- (b) Charges for commissioning the BTnet (Internet Connect UK) Service in accordance with Paragraph 8.2 outside of Business Hours;
- (c) Charges for restoring the BTnet (Internet Connect UK) Service if the Service has been suspended in accordance with Contract;
- (d) Charges for cancelling the BTnet (Internet Connect UK) Service in accordance with the Governing Agreement;
- (e) Excess Construction Charges in excess of the limit agreed in the Order or where no limit has been stated subject to agreement of the new quote as set out in Paragraph 8.1.3(b);
- (f) any fees payable by you for deviations from the standard provision of the Service, as set out in the Contract ("**Additional Charges**"); and
- (g) any other Charges as set out in any applicable Order or as otherwise agreed between both of us.

7.6.3 If you cause an unreasonable delay during installation of any equipment required for the delivery of the BTnet (Internet Connect UK) Service, BT will charge you the Charges for the BTnet (Internet Connect UK) Service as if BT fully installed the Service from the scheduled Service Start Date. An unreasonable delay includes a situation where you fail to grant any of BT's employees, agents or contractors access to any Site to commission the BTnet (Internet Connect UK) Service within five Business Days after BT's request for access.

7.6.4 You acknowledge that you may be subject to BT's credit vetting procedures and that BT may, at any time, require you to pay a deposit or provide a guarantee as security for payment of future bills.

7.6.5 Where you have agreed to Excess Construction Charges and you have submitted a cancellation request, you will pay the full cost of any additional work that has been specifically incurred prior to the cancellation request being received by BT. BT will notify you of such costs.

**7.7 Cancellation and Termination Charges**

**7.7.1 Cancellation Charges**

Unless an Order specially sets out different Cancellation Charges then, if you cancel an Order, or part of it, any time before the Service Start Date you will pay BT:

- (a) the Cancellation Charges as set out below:
  - (i) the Cancellation Charges apply for any Order you cancel after BT has confirmed the Customer Committed Date to you. Any cancellation before this point will not incur the Cancellation Charge.
  - (ii) the Cancellation Charges apply for any Order you cancel prior to the completion of the delivery of the bearer (access circuit). If you cancel after completion of the bearer, Termination Charges will apply as set out in Paragraph 7.7.2 regardless of whether BT has finalised delivery of the Service and before the Service Start Date.
  - (iii) the Cancellation Charges will depend on the type and size of your bearer (access circuit) you have ordered, regardless of the Port speed. For services using dual access bearers for resilient delivery, Cancellation Charges apply per bearer including for the Secondary Access Line.
  - (iv) The Cancellation Charges for each bearer type are as follows:

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

and

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

**7.7.2 Termination Charges**





(a) If you exercise your right to terminate the Contract or any Service, for convenience, during the first 12 months of the Minimum Period of Service then, unless an Order specifically sets out different Termination Charges, you will pay BT:

- (i) all outstanding Charges for the BTnet (Internet Connect UK) Service rendered;
- (ii) the Installation Charges, where you have not already paid these in full, for each bearer type, in accordance with the table below::
  - i.

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

The Installation Charge will depend on the size of your bearer (access circuit) you have ordered. For services using dual access bearers for resilient delivery, Installation Charges apply per bearer including for the Secondary Access Line.

- (iii) an amount equal to 100 per cent of the Recurring Charges for any parts of the BTnet (Internet Connect UK) Service that were terminated for all other remaining months of the first 12 months of Minimum Period of Service; and
- (iv) an amount equal to 50 per cent of the Recurring Charges for any parts of the BTnet (Internet Connect UK) Service that were terminated for all other remaining months after the first 12 months of the Minimum Period of Service.

(b) If you exercise your right to terminate the Contract or any BTnet (Internet Connect UK) Service, for convenience, after the first 12 months of the Minimum Period of Service then, unless an Order specifically sets out different Termination Charges, you will pay BT, by way of compensation:

- (i) all outstanding Charges for the BTnet (Internet Connect UK) Service rendered; and
- (ii) an amount equal to 50 per cent of the Recurring Charges for any parts of the BTnet (Internet Connect UK) Service that were terminated for all other remaining months of the Minimum Period).

(c) Where you have decreased your bandwidth via a Bandwidth Flex within the six months prior to the date of your Notice to terminate, the Recurring Charges due under Paragraphs 7.7.2(a) (iii), 7.7.2(a) (iv) and 7.7.2(b) (ii) will be calculated in accordance with the Recurring Charges due prior to the Bandwidth Flex.

(d) If BT exercises BT's right to terminate the Contract for any reason other than convenience, you will pay BT the Termination Charges due, if any, as set out in Paragraphs 7.7.2(a) and 7.7.2(b) unless an Order says something different.

## 7.8 Use of the Service

7.8.1 You may use the BTnet (Internet Connect UK) Service for your own purposes, provided that:

- (a) you or any User do not use the BTnet (Internet Connect UK) Service to send any communication which is illegal including to spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party; and
- (b) you will remain responsible for any access and use of the BTnet (Internet Connect UK) Service by your Users, all Charges incurred and compliance with all terms and conditions by you and your Users under this Contract.

7.8.2 So far as may be permitted by Applicable Law or regulation, you agree that BT will have no liability and you will make no claim in respect of any matter arising from any use of the Service which is contrary to the provisions of Paragraph 7.8.1 and/or BT's specific instructions, such instructions to be provided in by written Notice.



7.8.3 Except as may be otherwise specifically provided under this Contract, BT's obligations and responsibilities under this Contract are solely to you and not to any third party, including any other User. To the extent permitted by Applicable Law, and subject to the limitations of liability set out in the Governing Agreement, you will indemnify BT against any liabilities or costs arising from any and all Claims by any third party in connection with the use of the Service.

### 7.9 Charges and Deposits

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

7.9.2 A modification to the Service, as agreed by both Parties, may vary the Charges. Any amendments to the Charges will be set out in the applicable Order for such change to the Service.

### 7.10 Termination of Contract

7.10.1 If BT is entitled to terminate this Contract for any reason other than convenience, BT may, on giving prior Notice, where practicable, suspend the BTnet (Internet Connect UK) Service without prejudice to BT's termination rights and where BT subsequently exercises such right to terminate, the Termination Charges, if any, set out in the Schedule will accrue from the date of suspension.

### 7.11 Service Amendment

In addition to any amendment provisions set out in the Governing Agreement:

7.11.1 Throughout the Minimum period of Service, you may request an increase or decrease of the available Port speed (bandwidth) supplied, 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**"). Any Bandwidth Flex increase or decrease will be chargeable and will operate for a minimum period of five Business Days before you may make any further requests. Where a Bandwidth Flex is beyond the capacity of your current Managed CPE it will require a change to the Managed CPE at the same time. In these scenarios a new Minimum period of Service will apply.

7.11.2 Throughout the Minimum period of Service, you may request a Site move, either internally within your existing Site ("**Internal Move**"), or externally to a new Site. All moves are subject to a Site survey which will confirm acceptance of the move, whether an Internal move or an External Move.

7.11.3 You may request configuration changes to the Managed CPE in some cases where available and supported. A description of the supported and available configuration options for the Managed CPE options are available upon request from BT. You acknowledges that some Managed CPE options are not configurable.

7.11.4 You may request configuration changes via the BTnet Service team, where supported and available from the provided Managed CPE. BT will action the changes during normal Business Hours and complete them by the end of next Business Day.

7.11.5 BT may charge you for configuration changes if BT considers that the number or frequency of such changes are excessive. Before implementation both of us will agree pricing for any configuration changes.

7.11.6 Internal Moves are subject to a time related Charge dependent on the length of time required for the work and the time and date requested by you. Pricing is available on your request.

7.11.7 Internal moves are not possible where BT provides the BTnet (Internet Connect UK) Service using Ethernet in the First Mile or Generic Ethernet Access delivered service and these requests will always be treated by BT as External Moves.

7.11.8 External Moves are subject to a new Minimum Period of Service at the new location.

7.11.9 Throughout the Minimum Period of Service, you may request a material change to the Service, which once agreed by you and BT will become a Modification Order.

7.11.10 Where you request a material change or an External Move, there will be no early Termination Charges provided that:

- (a) the first 12 months of the Minimum Period of Service on existing BTnet (Internet Connect UK) Service has lapsed;
- (b) the annual rental Charge for the new BTnet (Internet Connect UK) Service is equal to or more than the annual rental Charge for the existing BTnet (Internet Connect UK) Service; and
- (c) the new Minimum period of Service is equal to or more than the remaining period of the existing Minimum period of Service.





7.11.11 If an External Move or a material change does not meet the criteria in Paragraph 7.11.10(b) and 7.11.10(c) then you will be responsible for early Termination Charges equal to 50 per cent of the rental Charge for the remainder of the Minimum period of Service.

7.11.12 If an External Move or a material change is requested within the first 12 months of the Minimum Period of Service, you will also be responsible for a Charge equal to the standard Installation Charge of the original access bearer(s) as set out in Paragraph 7.7.2.

### 7.12 Changes to Service

7.12.1 In addition to any other rights set out in the Contract, BT may change any Service so long as the performance of the Service is not materially adversely affected. These sorts of changes might include (but are not limited to):

- (a) changing, replacing, introducing or removing features of the Service;
- (b) replacing the Service with a materially equivalent Service;
- (c) changes to reflect developments in or changes to technology used to provide the Service;
- (d) substituting or replacing BT Equipment; or
- (e) changes required to (i) protect the integrity or security of the BT Network and (ii) comply with Applicable Law.

### 7.13 Additional suspension rights

7.13.1 In addition to any other suspension rights BT has in the Contract, BT may restrict or suspend the Service:

- (a) if BT needs to do Maintenance;
- (b) to implement a change under Paragraph 7.12; or
- (c) it needs to in order to protect the integrity or security of the BT Network.



## Part B – Service Delivery and Management

### 8 BT's Obligations

#### 8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the BTnet (Internet Connect UK) Service, BT will:

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

#### 8.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.2.1 configure the BTnet (Internet Connect UK) Service;
- 8.2.2 conduct a series of standard tests on the BTnet (Internet Connect UK) Service to ensure that it is configured correctly;
- 8.2.3 for a BTnet (Internet Connect UK) Service with Managed CPE, configure the equipment and the Access Line, so that traffic can be transmitted and BT will conduct a set of standard tests to ping the Managed CPE. Wireless Access connectivity will not be tested;
- 8.2.4 for a BTnet (Internet Connect UK) Service with an Unmanaged Customer Router/CPE (Wires Only Service), confirm delivery of the Access Line and conduct a set of standard tests to ping the Port; and
- 8.2.5 on the date that BT has completed the activities in this Paragraph 8.2, confirm to you the Service Start Date or, if applicable, that the BTnet (Internet Connect UK) Service is available for performance of any Acceptance Tests in accordance with Paragraph 9.2.

#### 8.3 During Operation

On and from the Service Start Date, BT:

- 8.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if BT detects or if you report an Incident on the BT Network;



- 8.3.2 will respond to an Incident reported under Paragraph 10 of the Schedule by carrying out one or more of the following actions:
- (a) providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by you;
  - (b) where possible, carrying out diagnostic checks from BT's premises;
  - (c) visiting the relevant Site if BT's action under Paragraphs 8.3.2(a) and 8.3.2(b) does not result in the fault being diagnosed or cleared and where BT considers such a visit is necessary; and
  - (d) working with the relevant supplier to restore the BTnet (Internet Connect UK) Service as soon as practicable during Local Contracted Business Hours;
- 8.3.3 will maintain a web portal and server to provide you with online access to performance reports;
- 8.3.4 may carry out Maintenance from time to time including but not limited to equipment firmware updates and will use reasonable endeavours to inform you:
- (a) at least five Business Days before any Planned Maintenance on the BT Network and/or on the BT Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency; or
  - (b) without undue delay for scheduled Access Line Maintenance by the relevant supplier;
- 8.3.5 may, in the event of a security breach affecting the BTnet (Internet Connect UK) Service, require you to change any or all of your passwords;
- 8.3.6 may, for operational reasons, change the technical specification of the BTnet (Internet Connect UK) Service and/or the codes or numbers used by BT for the provision of the BTnet (Internet Connect UK) Service, provided that any change to the technical specification does not materially affect the performance of the BTnet (Internet Connect UK) Service and provided that BT gives you as much notice as possible;
- 8.3.7 will provide DNS to you as set out in the Order but BT will not be responsible for providing DNS to your own customers; and
- 8.3.8 will only be responsible for Incidents on the BT Network.
- 8.4 **The End of the Service**
- 8.4.1 On notification of termination of the BTnet (Internet Connect UK) Service by either one of us, or notification of expiry of the Service, BT will:
- (a) once you have provided BT with a Customer Required by Date in accordance with Paragraph 9.4.1 below, provide you with a date on which termination of the BTnet (Internet Connect UK) Service (or each part of the BTnet (Internet Connect UK) Service, including to each Site) is due to take place ("**BT Adjusted Customer Required by Date**") and will use BT's commercially reasonable endeavours to meet any BT Adjusted Customer Required by Date; and
  - (b) inform you if it is necessary for you to provide any input(s) on top of your contracted obligations to be able to terminate the BTnet (Internet Connect UK) Service(s); and
- 8.4.2 On termination of the BTnet (Internet Connect UK) Service by either of us, or on expiry of the BTnet (Internet Connect UK) Service, BT will:
- (a) provide configuration information relating to the BTnet (Internet Connect UK) Service provided at the Site(s) in a format that BT reasonably specifies; and
  - (b) have the right to disconnect and remove any BT Equipment located at the Site(s).

## 9 Your Obligations

### 9.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the BTnet (Internet Connect UK) Service, you will:

- 9.1.1 provide BT with the names and contact details of any individuals suitably qualified and authorised to act on your behalf in relation to the provision and management of the BTnet (Internet Connect UK) Service ("**Customer Contact**"), but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 9.1.2 provide BT with any information BT reasonably requires without undue delay;
- 9.1.3 provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the BTnet (Internet Connect UK) Service;
- 9.1.4 complete any preparation activities that BT may request to enable you to receive the BTnet (Internet Connect UK) Services promptly and in accordance with any reasonable timescales;



- 9.1.5 where the BTnet (Internet Connect UK) Service is delivered to a Data Centre, arrange the necessary Cross-Connect (including ordering any necessary Cross-Connect) via a Data Centre provider to connect from the Data Centre MeetMe Room to the location where the Customer Equipment is located;
- 9.1.6 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
- 9.1.7 if you access the Service via a LAN:
- (a) provide and maintain a suitable LAN capable of interfacing satisfactorily with the BTnet (Internet Connect UK) Service;
  - (b) configure the LAN and all associated equipment interfacing to the BTnet (Internet Connect UK) Service; and
  - (c) acknowledge and agree that BT is not responsible for providing any support whether technical or otherwise, to your LAN;
- 9.1.8 connect equipment to the BTnet (Internet Connect UK) Service at the defined Service Management Boundary, as detailed in Paragraph 4, only by using the agreed CPE at the Site(s) or the LAN Port of the agreed CPE;
- 9.1.9 provide BT with the name and contact details of at least one individual who will be responsible for any BT Equipment at the Site(s);
- 9.1.10 prepare and maintain the Site(s) for the installation of BT Equipment and supply of the BTnet (Internet Connect UK), including:
- (a) providing a suitable and safe operational environment for any BT Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;
  - (b) taking up or removing any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect BT Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance services;
  - (c) carrying out any work that may be required after installation to make good any cosmetic damage caused during installation or maintenance;
  - (d) providing a secure, continuous power supply at the Site(s) for the operation and maintenance of the BTnet (Internet Connect UK) Service and BT Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the BTnet (Internet Connect UK) Service resulting from failure in the principal power supply, providing back-up power with sufficient capacity to conform to the standby requirements of the applicable British standards; and
  - (e) being responsible for the provision of all Service items (e.g. internal cabling) to the Service Management Boundary (detailed in Paragraph 4), as applicable;
- 9.1.11 after installation is completed, restore the condition of the Site, including any re-decorating that may be required;
- 9.1.12 with the exception of the BT Equipment and the Software, provide suitable computer hardware, software and telecommunications equipment and services necessary to access and use the Service;
- 9.1.13 if you select one of the options as set out in Paragraph 3.1.8, ensure that any CPE provided for use with that option is connected to the same segment on your LAN as the CPE for the primary Access Line;
- 9.1.14 comply with any instructions BT gives you that BT believes are necessary for reasons of health, safety or the quality of any telecommunications service provided by BT to you or any other customer provided that BT gives you as much notice as possible; and
- 9.1.15 acknowledge and agree that the Contract for the provision of the BTnet (Internet Connect UK) Service is between BT and you and that where you, utilising the BTnet (Internet Connect UK) Service, enter into contracts with your customers, you will:
- (a) remain responsible to BT under this Contract and acknowledge that any contracts you have with such customers for the provision of IP or other services utilising the BTnet (Internet Connect UK) Service are entirely your responsibility;
  - (b) include in your contracts with your customers conditions of use equivalent to those set out in the Contract; and
  - (c) provide a support function for the provision of support to your own customers connected to your network who will be required and directed to use this route to report all incidents, queries and complaints. BT will have no responsibility for provision of support to your own customers.



- 9.1.16 if you enable Wireless Access (Wi-Fi and Guest Wi-Fi) on the Managed CPE where supported and available, be responsible for the use of that network, including:
- (a) selecting, managing and allocating passwords, including defining your passwords and ensuring their security in terms of length, complexity and strength; and
  - (b) if you choose to leave Wireless Access "**open**" without a password, accept the increased risk you expose yourself to.
  - (c) if you provide access to your BTnet Service and network via either Wi-Fi or Guest Wi-Fi you will be liable for any Claims, losses, costs and liabilities arising out of or in connection with any misuse of the service by Users of the connection that is contrary to the Acceptable Use Policy. If you have taken the additional BTnet Security service (Annex to this service schedule) you will ensure that any security policy will be active across both Wi-Fi and Guest Wi-Fi networks.

### 9.2 Acceptance Tests

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

### 9.3 During Operation

On and from the Service Start Date, you will:

- 9.3.1 ensure that Users report Incidents to the Customer Contact and not to the Service Centre;
- 9.3.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Centre using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;
- 9.3.3 monitor and maintain any Customer Equipment connected to the BTnet (Internet Connect UK) Service or used in connection with a BTnet (Internet Connect UK) Service;
- 9.3.4 ensure that any Customer Equipment that is connected to the BTnet (Internet Connect UK) Service or that you use, directly or indirectly, in relation to the BTnet (Internet Connect UK) Service is:
- (a) technically compatible with the BTnet (Internet Connect UK) Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment;
  - (b) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment; and
  - (c) in conformance with the interface specifications and routing protocols specified by BT;
- 9.3.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 9.3.6 where applicable, distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the BTnet (Internet Connect UK) Service;
- 9.3.7 where applicable, maintain a written list of current Users and provide a copy of such list to BT within five Business Days following BT's written request at any time;
- 9.3.8 where applicable, ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the BTnet (Internet Connect UK) Service and:
- (a) immediately terminate access for any person who is no longer a User;
  - (b) inform BT immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
  - (c) take all reasonable steps to prevent unauthorised access to the BTnet (Internet Connect UK) Service;
  - (d) satisfy BT's security checks if a password is lost or forgotten; and



- (e) change any or all passwords or other systems administration information used in connection with the BTnet (Internet Connect UK) Service if BT requests you to do so in order to ensure the security or integrity of the BTnet (Internet Connect UK) Service.

### 9.4 The End of the Service

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

## 10 Notification of Incidents

Where you become aware of an Incident:

- 10.1 the Customer Contact will report it to the Service Centre;
- 10.2 BT will give you a Ticket;
- 10.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
  - 10.3.1 you confirm that the Incident is cleared within 24 hours after having been informed; or
  - 10.3.2 BT has attempted unsuccessfully to contact you, in the way agreed between both of us in relation to the Incident, and you have not responded within 24 hours following BT's attempt to contact you.
- 10.4 If you confirm that the Incident is not cleared within 24 hours after having been informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.
- 10.5 Where BT becomes aware of an Incident, Paragraphs 10.2, 10.3 and 10.4 will apply.





## Part C – Service Levels

### 11 On Time Delivery

#### 11.1 On Time Delivery Service Level

- 11.1.1 BT will deliver the BTnet (Internet Connect UK) Service on or before the Customer Committed Date (“**On Time Delivery Service Level**”).
- 11.1.2 The BTnet (Internet Connect UK) Service is delivered when BT provides the following elements of the BTnet (Internet Connect UK) Service to you enabling you to use the Service:
  - (a) for the BTnet (Internet Connect UK) Service with Managed CPE only, the Managed CPE including configuration; and
  - (b) for every BTnet (Internet Connect UK) Service, the dedicated Circuits between the Site and the PoP.

#### 11.2 On Time Delivery Service Credits

- 11.2.1 If BT does not meet the On Time Delivery Service Level, you may claim Service Credits (“**On Time Delivery Service Credits**”) as set out in this Paragraph 11.2.
- 11.2.2 The On Time Delivery Service Credits will be a reduction by BT to your standard Installation Charges as set out in the tables below. This reduction also applies where you have purchased a Circuit with a free connection offer or as part of a three or five year Contract.

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

- 11.2.3 If both of us have agreed a revised Customer Committed Date in writing, or if BT exercises BT's right to revise the Customer Committed Date, the calculation of any On Time Delivery Service Credits will be made by reference to the revised Customer Committed Date.

#### 11.3 Exception

The On-Time Delivery Service Level does not apply to upgrades or changes to the BTnet (Internet Connect UK) Services.

### 12 Service Availability

#### 12.1 Availability Service Level

From the Service Start Date, BT will provide the BTnet (Internet Connect UK) Service with 100 per cent Availability at all times (“**Availability Service Level**”).

#### 12.2 Availability Service Credits

- 12.2.1 If there is a Qualifying Incident, you may claim Service Credits (“**Availability Service Credits**”) as set out in this Paragraph 12.2.
- 12.2.2 The Availability Service Credits will be a reduction to your Recurring Charges for the BTnet (Internet Connect UK) Service as follows, provided you report the Qualifying Incident and claim for a reduction to the Recurring Charges in accordance with Paragraphs 12.2.6 and 14 below:
  - (a) where the Availability Downtime is less than or equal to 10 hours, BT will apply a reduction equivalent to one day's Recurring Charges per hour of Availability Downtime for that BTnet (Internet Connect UK) Service. For the purpose of calculating the Availability Downtime, a fraction of one hour will be rounded-up to the nearest hour; and
  - (b) the maximum Availability Service Credits applied per quarter will be capped at 10 hours of Availability Downtime, which is equivalent to 10 days' Recurring Charges for that BTnet (Internet Connect UK) Service.
- 12.2.3 Where you have opted for an option in Paragraph 3.1.8 and experience a Qualifying Incident, BT, in accordance with this Paragraph 12.2, will apply a reduction to the Recurring Charges of both the primary and secondary links.
- 12.2.4 If a Qualifying Incident occurs, BT will measure and record the Availability Downtime for the Site or Circuit starting from when you report a Qualifying Incident, and ending when BT closes the Ticket for that Incident in accordance with Paragraph 10.5.



- 12.2.5 BT will measure the Availability Downtime in units of full minutes in respect of the Local Contracted Business Hours for Access Line Incidents and in the Contracted Maintenance Hours for BT Equipment Incidents.
- 12.2.6 You will report a Qualifying Incident within two days of experiencing the Qualifying Incident by telephone to your nominated Service Centre.

## 13 Network Latency

### 13.1 Network Latency Service Level

- 13.1.1 BT agrees to provide the BTnet (Internet Connect UK) Service with a Latency commitment subject to the terms of this Contract (the "**Network Latency Service Level**").
- 13.1.2 Latency is determined by BT and calculated upon the average round-trip transmission measurements taken in 10-minute intervals during a calendar month. Results are posted via the BTnet (Internet Connect UK) Service's external website ([www.bt.net](http://www.bt.net)).
- 13.1.3 Latency commitment is applicable to the UK Core Network Connection and to the Transatlantic Network Connection as set out in the table below:

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

### 13.2 Network Latency Service Credits

If BT fails to meet the Latency commitment at any time in two consecutive calendar months, BT will apply a reduction equivalent to one day's Recurring Charges for the Service ("**Network Latency Service Credits**").

## 14 Requests for Service Credits

- 14.1 You will claim On Time Delivery Service Credits within 28 days of the Customer Committed Date quoting your relevant reference number by e-mail to [btnet.slg@bt.com](mailto:btnet.slg@bt.com) and any failure by you to submit a request in accordance with this Paragraph 14.1 will constitute a waiver of any claim for On Time Delivery Service Credit(s) in that calendar month.
- 14.2 You will request applicable Availability Service Credits and Network Latency Service Credits within 28 days of BT verifying a Qualifying Incident by providing details of the reason for the claim, the relevant Trouble Ticket number and your relevant reference number by e-mail to [btnet.slg@bt.com](mailto:btnet.slg@bt.com). Any failure by you to submit a request in accordance with this Paragraph 14.2 will constitute a waiver of any claim for Availability Service Credits and Network Latency Service Credits in that calendar month.
- 14.3 Upon receipt of a valid request for Service Credit(s) in accordance with Paragraphs 14.1 and 14.2:
  - 14.3.1 BT will issue you with the applicable Service Credit(s) by deducting those Service Credit(s) from your invoice within two billing cycles of the request being received; and
  - 14.3.2 following expiry or termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Service Credits within a reasonable period of time.
- 14.4 You will notify BT in writing within two months of the date of BT's invoice if there is a dispute concerning the application by BT of the Service Levels Charges shown on the invoice concerned.
- 14.5 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 14.6 The Service Levels under this Schedule will not apply:
  - 14.6.1 where a term in the Governing Agreement excusing BT's liability applies;
  - 14.6.2 during any trial period of the BTnet (Internet Connect UK) Service;
  - 14.6.3 if you cause a delay or do not provide any requested information in accordance with any reasonable timescales BT tells you about;
  - 14.6.4 to any Incident not reported in accordance with Paragraph 10 above; or
  - 14.6.5 where you make a claim for any failure of the BTnet (Internet Connect UK) Service within the first 30 calendar days of a new installation or re-configuration of the existing BTnet (Internet Connect UK) Service, save for failure to meet the Customer Committed Date;



- 14.6.6 where the failure of the BTnet (Internet Connect UK) Service is a result of any suspension of the BTnet (Internet Connect UK) Service under the provisions of this Contract;
  - 14.6.7 where the Incident is due to a fault on your network or your own equipment configuration, or on your side of the Managed CPE;
  - 14.6.8 where a fault on the BT Network is due to action taken by you;
  - 14.6.9 where faults and delays in the delivery of the BTnet (Internet Connect UK) Service reported by you are not observed or confirmed by BT;
  - 14.6.10 where disruptions occur within a pre-notified engineering works window;
  - 14.6.11 where the failure of the Service is due to a Denial of Service attack;
  - 14.6.12 where BTnet (Internet Connect UK) Service is affected by BT's intervention to protect against a Denial of Service attack. and
  - 14.6.13 if you have not complied with the Contract or if your access fails due to suspension of the BTnet (Internet Connect UK) Service for breach of Contract by you.
- 14.7 Any failure by BT to meet the Service Levels is not in itself a material breach of the Contract.



## Part D – Defined Terms

### 15 Defined Terms

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

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

**"Acceptance Tests"** means those objective tests conducted by you that when passed confirm that you accept the BTnet (Internet Connect UK) Service and that the BTnet (Internet Connect UK) Service is ready for use save for any minor non-conformities that will be resolved as an Incident in accordance with Paragraphs 8.3.1, 8.3.2 and 8.3.2(d).

**"Access Line"** means a Circuit connecting the Site(s) to the BT Network.

**"Additional Charges"** has the meaning given in Paragraph 7.6.2(f).

**"Availability"** means the period of time when the BTnet (Internet Connect UK) Service is functioning.

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

**"Availability Service Credit"** means the Service Credit available for a failure to meet the Availability Service Level, as set out in Paragraph 12.2.

**"Availability Service Level"** has the meaning given in Paragraph 12.1.

**"Bandwidth Flex"** has the meaning given in Paragraph 7.11.1.

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

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

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

**"BTnet (Internet Connect UK) Service"** has the meaning given in Paragraph 1.

**"Business Day"** means Monday to Friday, excluding Public Holidays

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

**"Cancellation Charges"** means any compensatory charges payable by you to BT on cancellation of an Order in accordance with the Governing Agreement or as set out in a Schedule.

**"Circuit"** means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided as part of the BTnet (Internet Connect UK) Service.

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

**"Contract"** means the agreement between you and BT that is made up of the Governing Agreement, the Schedules, any Annexes and the Orders and may be referred to as the Agreement in the Governing Agreement and Order.

**"Contracted Maintenance Hours"** means the times during which BT will provide Maintenance for BT Equipment, which are Business Hours unless set out otherwise in any applicable Order.

**"CPE"** means Customer Premises Equipment which is any equipment (including Software embedded in or run on such equipment) connected to your Service. This may include CPE provided, maintained or managed by BT and/or your owned and managed CPE where a BTnet 'wires only' service is selected.

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

**"Customer Contact"** means any individuals authorised to act on your behalf for Service management matters.

**"Customer Required by Date"** has the meaning given in Paragraph 8.4.1.

**"Customer Equipment"** means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with a BTnet (Internet Connect UK) Service.

**"Data Centre"** means a data centre location where BT has installed a Point of Presence and will deliver the BTnet (Internet Connect UK) Service to a termination point in the Data Centre Co-Locate Room.

**"Data Centre Co-Locate Room"** means a location where BTnet (Internet Connect UK) Service terminates in a multi-tenanted location.

**"Data Centre MeetMe Room"** means a location where Data Centres handover services.

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

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

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



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

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

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

“**Estimated Delivery Date**” has the meaning given in Paragraph 8.1.4.

“**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.

“**Excess Construction Charges**” or “**ECC**” means any Charges in addition to the Installation Charges required for the installation of a Service, or an aspect of a Service, that exceed the level normally required, including where additional infrastructure is provided to give a new or extended Service at a Site or other location where BT would otherwise not choose to extend or provide the BT Network on the basis of normal commercial criteria.

“**External Move**” means any move requiring the BTnet (Internet Connect UK) Service to be relocated to a different building from its current termination point, or, where deemed appropriate, at the point of survey or at the sole discretion of BT.

“**General Terms**” can be found at [www.bt.com/terms](http://www.bt.com/terms)

“**Generic Ethernet Access over Fibre to the Cabinet**” or “**GEA over FTTC**” means an access technology using a part fibre, part copper infrastructure. The fibre infrastructure is utilised throughout the BT 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 BT Network and from the exchange direct to the premises.

“**Governing Agreement**” means the general terms to which this Schedule is attached or as included or linked to in an Order and that form part of the Contract. Where this Schedule is not attached to general terms or where a Governing Agreement is not included or linked to in an Order then the General Terms will apply.

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

“**Incident**” means an unplanned interruption to, or a reduction in the quality of, the BTnet (Internet Connect UK) Service or particular element of the BTnet (Internet Connect UK) Service.

“**Installation Charges**” means those Charges set out in any applicable Order in relation to installation of the BTnet (Internet Connect UK) Service or any Customer Equipment or BT Equipment as applicable. They may also be called One-Time Charges on the Order.

“**Internet**” means a global system of interconnected networks that use a standard TCP/IP Internet Protocol suite to link devices worldwide.

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

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

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

“**IP Address**” means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

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

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

“**Latency**” means the round-trip transmission time between defined points in the BT Network.

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

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

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

“**Maintenance**” means any work on the BT Network or Services, including to maintain, repair or improve the performance of the BT Network or Services.

“**Maintenance Package**” means a level of support for the Service where BT aims to respond to an incident within four hours, and clear incidents within five hours of the fault being reported. With BT providing 24/7/365 cover.

“**Managed CPE**” means CPE owned and provided by BT for use with the BTnet (Internet Connect UK) Service.

“**Managed Service**” means a managed voice or/and data telecommunications service. Management services are provided as an overlay to the following services to provide a fully managed solution:

- (a) Wide Area Network (WAN);



- (b) Local Area Network (LAN);
- (c) Unified Communications (UC).

**"Managed Service Schedule to the General Terms"** means a Service Schedule for Managed Services that can be found at <https://www.globalservices.bt.com/en/terms-and-conditions>.

**"Managed Service from BT"** means a managed voice or/and data telecommunications service. Management services are provided as an overlay to the following services to provide a fully managed solution:

- (a) Wide Area Network (WAN);
- (b) Local Area Network (LAN);
- (c) IP Telephony (IPT);
- (d) Security;
- (e) Applications such as Microsoft Services and AAI.

**"Managed Service from BT Schedule to the General Terms"** means a Service Schedule for Managed Service from BT that can be found at <https://www.globalservices.bt.com/en/terms-and-conditions/managed-service-from-bt-terms-and-conditions>.

**"Minimum Period of Service"** means a period of 1, 3 or 5 years from the Service Start Date, as set out in any applicable Order.

**"Modification Order"** means an agreed material change to the Service, including but not limited to an External Move, or a change of access service (including changing to or from a resilient service or upgrading an access bearer), captured in an additional Order, which will commence a new Minimum Period of Service for the Service.

**"Network Latency Service Level"** has the meaning given in Paragraph 13.1.1.

**"Network Latency Service Credits"** has the meaning given in Paragraph 13.2.

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

**"Notice"** means any notice to be given by one of us to the other under the Contract in accordance with the Governing Agreement.

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

**"On Time Delivery Service Level"** has the meaning given in Paragraph 11.1.

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

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

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

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

**"Provider Independent Resources"** or **"PIR"** means resources assigned to Users that include autonomous system numbers, provider independent IPv4 addresses, any cast assignments, provider independent IXP IPv6 addresses and all future provider independent resources.

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

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

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

- (a) the BTnet (Internet Connect UK) Service has been modified or altered in any way by you, or by BT in accordance with your instructions;
- (b) Planned Maintenance;
- (c) you have performed any network configurations that BT did not approve;
- (d) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests; or
- (e) you requested BT to test the BTnet (Internet Connect UK) Service at a time when no Incident has been detected or reported.

**"Recurring Charges"** means the Charges for the BTnet (Internet Connect UK) Service or applicable part of the BTnet (Internet Connect UK) Service that are invoiced repeatedly in every payment period (e.g. quarterly), as set out in any applicable Order and may also be called Subscription Service Charges on the Order.

**"Regional Internet Registry"** means an organization that manages the allocation and registration of Internet number resources within a particular region of the world. Internet number resources include IP Addresses and autonomous system (AS) numbers.

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

**"Secondary Access Line"** means an additional access Circuit that is used for resilience in either failover, load balancing or back-up services as set out in Paragraph 3.1.8.





“**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 Centre**” has the meaning given in Paragraph 8.1.1.

“**Service Level**” means each of the On Time Delivery Service Level, the Availability Service Level and the Network Latency Service Level.

“**Service Management Boundary**” has the meaning given in Paragraph 4.1.

“**Service Options**” has the meaning given in Paragraph 3.

“**Simple Network Management Protocol**” or “**SNMP**” means an Internet-standard protocol for managing devices on IP networks.

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

“**Severity Level 1 Incident**” means any failure of the BTnet (Internet Connect UK) Service via an individual access method causing continuous total loss of the ability to transmit IP packets.

“**Site**” means a location at which the BTnet (Internet Connect UK) Service is provided.

“**SOGEA**” means Single Order Generic Ethernet Access - which is a standalone data connection without the need for a PSTN line.

“**Standard Service Components**” has the meaning given in Paragraph 2.

“**Termination Charges**” means those Charges incurred in accordance with Paragraph 7.6.

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

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

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

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

“**Unmanaged Customer Router**” means a Router owned and provided by you for use with the BTnet (Internet Connect UK) Service.

“**WEEE**” has the meaning given in Paragraph 6.3.1.

“**WEEE Directive**” has the meaning given in Paragraph 6.3.1.

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

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

“**Wires Only Service**” means your Router/CPE that is provided without a Managed CPE and connected to the BT Network from a Site.