BT IP 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 IP Connect Service

Service Summary

1.1 BT will provide you with the IP Connect UK service, which is a VPN that is unbundled, comprising:

1.1.1 the Standard Service Components; and

1.1.2 any of the Service Options that you select in any applicable Order,

up to the point of the Service Management Boundary as set out in Paragraph 0 ("**IP Connect Service**").

1.2 Where you select the IP Connect Service under the Managed Service from BT:

1.2.1 Paragraph 0 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

1.2.2 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 the IP Connect Service under Managed Service:

1.3.1 Paragraph 11 of this Schedule will not apply and in such case the Charges payable if you terminate the Contract for convenience as set out in the Managed Service Schedule to the General Terms will apply.

Standard Service Components

BT will provide you with the standard components available for the relevant Site that you select in accordance with the details and Charges as set out in any applicable Order ("**Standard Service Components**").

2.1 **Access Line**

2.1.1 **Connection to a POP**

BT will arrange to connect the Site(s) to a POP using one or more of the following types of Access Line that are available for the relevant Site and as set out in any applicable Order:

(a) ADSL (which is marketed as ADSL Connect, ADSL Connect Plus, ADSL Connect Premium, ADSL Connect Backup) delivered via the Wholesale Broadband Connect Platform;
(b) Superfast (which is marketed as Superfast Connect, Superfast Connect Premium and Superfast Connect Backup) delivered via the Wholesale Broadband Connect Platform;
(c) Superfast SOGEA delivered via the Wholesale Broadband Connect Platform(**"SOGEA"**);
(d) Single Order ADSL delivered via the Wholesale Broadband Connect Platform (**"SOADSL"**);
(e) Superfast Fibre to the Premises ("**FTTP**") delivered via the Wholesale Broadband Connect Platform;
(f) Ethernet Fibre, Ethernet MegaReach or Ethernet Radio delivered via Ethernet Platform; and
(g) Superfast Generic Ethernet Access ("**GEA**") delivered via the Ethernet Platform.

2.1.2 **Access Bandwidth and Port Bandwidth**

BT will provide the relevant Access Lines with the following Access Bandwidth and Port Bandwidth:

(a) **Services delivered via the Wholesale Broadband Connect Platform**

(i) Access Bandwidth

BT will use availability checkers to inform you what Access Bandwidth are available for the relevant Site and provide the Access Bandwidth as set out in the Order. This technology is asymmetric which means that you will get a higher speed downstream compared to upstream. The Broadband Access Bandwidth will vary up to the highest speed you order, which could be affected by external factors, such as weather, and may be improved by your own use of filtering devices that you connect between your Customer Equipment and the NTU.

(ii) Port Bandwidth

You do not order a separate Port Bandwidth as BT will provide you the Port Bandwidth that is the same as the Access Bandwidth that you selected for the relevant Site as set out in any applicable Order.

There are two availability levels of Port Bandwidth: standard and elevated, where elevated assures more bandwidth than standard during the busiest three-hour period of each day.

(b) **Services delivered via the Ethernet Platform**

(i) Superfast SOGEA Access Bandwidth

BT will provide the Access Bandwidth available for the relevant Site and as set out in the Order. The actual speed achieved will be governed by the Port Bandwidth which will be equal to or less than the maximum Access Bandwidth, and as set out in the Order. BT will apply a rate limiting technique known as traffic shaping to reduce the Access Line Bandwidth down to the Portal Bandwidth.

(ii) Ethernet Fibre, Ethernet MegaReach and Ethernet Radio Access Bandwidth
BT will provide the Access Bandwidth selected for the relevant Site, and as set out in the Order.

(iii) Port Bandwidth

BT will provide a Port Bandwidth required which will be equal to or less than the maximum Access Bandwidth, and as set out in the Order. BT will apply a rate limiting technique known as traffic shaping to reduce the Access Line Bandwidth down to the Port Bandwidth.

2.1.3 **Service Care Levels**

BT will provide the Access Lines with the Service Care Levels available for the relevant Site and as set out in the Order.

2.1.4 **Class of Service**

Where available based on the Access Line selected, BT will provide the COS Profile for the Site(s) that you select in an Order, which may include up to six different COS with four separate AF Class and one each of EF Class and DE Class, subject to the following limitations:

(a) You will specify the amount of EF Class required and BT will not provide any bursting capability in excess of that, so all excess traffic will be dropped even if additional Access Bandwidth or Port Bandwidth is available.

(b) You will specify the amount of AF Class required and any excess traffic may burst in excess of that where additional Access Bandwidth or Port Bandwidth is available, but the Service Levels will not apply to that traffic.

(c) You will not need to specify DE Class separately and any excess traffic may burst in excess of that where additional Access Bandwidth or Port Bandwidth is available, but the Service Levels will not apply to that traffic.

2.1.5 Where you do not select a COS Profile or where it is not available based on the Access Line, BT will set the COS Profile to the DE Class.

Service Options

BT will provide you with any of the following options available for the relevant Site in accordance with the details and Charges set out in the Order ("**Service Options**").

3.1 Access Line Resilience

3.1.1 You may select one of the following Resilient Service options:

(a) a second Access Line to connect the Site to the same POP ("**Secondary Access Line**") as the other Access Line ("**Primary Access Line**") using two NTUs at the Site ("**Secure Resiliency**"); or

(b) a Secondary Access Line to connect the Site (or an alternate Site) to a separate POP from the Primary Access Line using two NTUs at the Site(s) ("**SecurePlus Resiliency**"); and,

in either case, the Access Lines will utilise separate cables, but may share the same duct.

3.1.2 Where you select Secure Resiliency or SecurePlus Resiliency, you may use both the Primary Access Line and the Secondary Access Line, subject to the following:

(a) the Access Bandwidth and Port Bandwidth will be the same; and

(b) the COS Profile on each Port will be the same for each Access Line.

3.2 Multiple VPN

3.2.1 Where you select Multiple VPNs for Sites:

(a) you will designate one VPN connection as the primary VPN for BT to help manage your connectivity;

(b) BT will apply the COS Profile to the whole of a Site or to individual VPN connections, subject to availability at that Site and as selected by you; and

(c) BT will not provide any connectivity between or among the Multiple VPNs.

3.3 **Shared Access**

3.3.1 Where you select Shared Access:

(a) you will enter into a separate agreement, substantially in the form of the draft template that BT will provide to you, with the other IP Connect UK customer(s) and which will govern that relationship; and

(b) you will sign and provide BT with the consent form substantially in the form of the draft template that BT will provide to you, which will enable BT to provide Shared Access.

3.4 **Hull Service**

BT will provide an Ethernet Fibre Access Line into the Hull Area only ("**Hull Service**").

3.5 **Cloud Connect Data Centre**

3.5.1 BT will provide you with direct private access, through a VPN, to a set of pre-connected third-party data centres via the BT Network ("**Cloud Connect Data Centre**").

3.5.2 BT may also be able to provide you with connectivity inside the third-party data centre subject to the available solutions being in place with the third party data centre provider.

3.5.3 BT will notify you as soon as reasonably practicable of any additional requirements to provide connectivity inside a third-party data centre, including a need for you to order internal data centre cabling directly from the third party data centre provider or of any additional Charges that you may be required to pay.

3.6 **Cloud Connect Direct**

3.6.1 BT will provide you with direct private access, through a VPN, to a third-party cloud service provider with whom BT has built one or more interconnection points globally on the BT Network ("**Cloud Connect Direct**").

3.6.2 The Port Bandwidth of Cloud Connect Direct will depend upon the offering of the third-party cloud service provider that you have contracted with in accordance with Paragraph 5.1.2.

Service Management Boundary

4.1 BT will provide and manage the IP Connect Service as set out in Parts B and C of this Schedule and as set out in any applicable Order up to the NTU ("**Service Management Boundary**").

(a) For Ethernet Fibre, Ethernet MegaReach and Ethernet Radio, the Service Management Boundary is the physical Ethernet interface on your side of the network terminating equipment provided by BT.

(b) For all ADSL and Superfast Access Lines variants the Service Management Boundary is either the physical Ethernet or VDSL interface on your side of the network terminating equipment.

(c) For Cloud Connect Data Centre, the Service Management Boundary is the Port on the patch panel, located within the BT rack.

(d) For the Hull Service, the Service Management Boundary is the physical Ethernet interface on your side of the NTE provided by BT.

(e) For Cloud Connect Direct, the Service Management Boundary is the connection point between the third-party service provider router and any Customer Equipment.

4.2 BT will not be responsible for the IP Connect Service outside the Service Management Boundary.

4.3 BT does not make any representations, whether express or implied, about the interoperability between the IP Connect Service and any Customer Equipment.

Associated Services and Third Parties

5.1 You will have the following services in place that will connect to the IP Connect Service and are necessary for the IP Connect Service to function and you will ensure that the services meet the minimum technical requirements that BT specifies:

5.1.1 for ADSL and Superfast based on VDSL products you will require a separate BT PSTN service for the broadband service to function. For Superfast SOGEA, Superfast FTTP, SOGEA, Ethernet Fibre, Ethernet MegaReach, Ethernet Radio and SOADSL a separate BT PSTN service is not required; and

5.1.2 if you have ordered Cloud Connect Data Centre or Cloud Connect Direct, a third-party data centre with sufficient space for any Customer Equipment that BT requires you to have in place in order to provide these Services,

("**Enabling Services**").

5.2 If BT provides to you any services other than the IP Connect Service, including any Enabling Service, this Schedule will not apply to those services and those services will be governed by their separate terms.

5.3 BT is not liable for any delay in supplying Services delivered via Ethernet MegaReach or Ethernet Radio,

where such delay is caused by dependencies on third parties or your failure to enter into agreements with third parties where required in a timely manner to enable BT to provide Services delivered via Ethernet MegaReach or Ethernet Radio. If BT is unable to provide Services delivered via Ethernet MegaReach or Ethernet Radio as a result of any failure by third parties to agree any dependencies, or to provide any required underlying service, or if you fail to enter into the required agreements with third parties in a timeous manner, BT will let you know as soon as reasonably possible and you will be deemed to have cancelled the Order under Clause 16 of the General Terms for Services delivered via Ethernet MegaReach or Ethernet Radio to the affected Sites and BT will have no obligation or liability to provide Services delivered via Ethernet MegaReach or Ethernet Radio.

Specific Terms and Conditions

6.1 Minimum Period of Service and Renewal Periods

6.1.1 Unless one of us gives Notice to the other of an intention to terminate the IP Connect Service at least 90 days before the end of the Minimum Period of Service or a Renewal Period ("**Notice of Non-Renewal**"), at the end of the Minimum Period of Service or any subsequent Renewal Period, the IP Connect Service will automatically extend for the Renewal Period, and both of us will continue to perform each of our obligations in accordance with the Contract.

6.1.2 In the event that one of us gives a Notice of Non-Renewal, BT will cease delivering the IP Connect Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

6.1.3 BT may propose changes to this Schedule by giving you Notice at least 90 days before the end of the Minimum Period of Service or a Renewal Period ("**Notice to Amend**").

6.1.4 Within 30 days of any Notice to Amend, you will provide BT Notice of your intention to:

(a) agree to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;

(b) request revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of that Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or

(c) give a Notice of Non-Renewal.

6.1.5 If we both have failed to reach agreement in accordance with Paragraph 6.1.4 by the end of the Minimum Period of Service or a Renewal Period, as applicable, the existing terms of this Schedule will apply from the beginning of the following Renewal Period unless either of us elects to give a Notice of Non-Renewal, in which case BT will cease delivering the IP Connect Service at the time of 23.59 on the last day of the Minimum Period of Service or subsequent Renewal Period, as applicable.

6.2 Service Exclusions

6.2.1 Except where you have selected the Hull Service, where you use the IP Connect Service to connect to a Site in the Hull Area, this Schedule applies only to the provision of the IP Connect Service by means of telecommunication systems for which BT is authorised to provide by Licence and as set out in the Order, and:

(a) BT may terminate or suspend any affected part of the IP Connect Service without prior Notice if the provision of any service outside of the BT Licensed Area is terminated or suspended; and

(b) you will be responsible for separately contracting for an access line with the telecommunications provider in any other location outside of the BT Licenced Area.

6.3 Changes to Service

6.3.1 In addition to any other rights set out in the Contract, BT may change any Service provided the performance of the Service is not materially adversely affected. Such changes may include (but shall not be 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.

6.4 Additional suspension rights

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

(a) if BT conducts Maintenance;

(b) to implement a change under Paragraph 6.3; or
(c) in order to protect the integrity or security of the BT Network.

BT will endeavour to notify you in advance of any restriction or suspension for any of the events listed in Clause 6.4.1 as soon as commercially reasonable.

6.5 **Annual Price Increase**

6.5.1 BT reserves the right to include an annual increase to Recurring Charges (rounded up to the nearest whole pence) by a percentage comprised of i) the annual percentage increase in the Consumer Price Index (CPI) rate figure published by the Office for National Statistics in January of that year (ignoring any negative figures) plus ii) 3.9% ("**Annual Price Increase**").

6.5.2 If applicable, the Annual Price Increase will take effect on bills dated on or after 1st April of each year. If the CPI figure is negative in the relevant year, BT will only increase Recurring Charges by 3.9%. The change to Recurring Charges as a result of the Annual Price Increase will not give you the right to terminate the Contract without paying Termination Charges.

6.5.3 This Paragraph 6.5 takes precedence over any annual price increase clause in the Governing Agreement.

Part B – Service Delivery and Management

BT's Obligations

7.1 **Service Delivery**

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

7.1.1 will provide to you contact details for the helpdesk that you will be able to contact to submit service requests, report Incidents and ask questions about the IP Connect Service ("**Service Desk**");

7.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are 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 BT's obligations under this Contract;

7.1.3 will, where applicable, arrange for any surveys to be conducted to confirm the availability of a suitable Access Line to the Site(s), and if the surveys identify that additional engineering work is required in order to provide a suitable Access Line to the Site(s), BT may provide a new quote to you, detailing the additional Charges you will need to pay for the engineering work to be completed, and:

(a) if you accept the new quote, may cancel the existing Order to the affected Site(s) and generate a new Order for the affected Site(s), or amend the existing Order, and will arrange for the additional engineering works to be carried out; or

(b) if you do not accept the new quote, will cancel your existing Order for the provision of the IP Connect Service to the affected Site(s) and BT will have no obligation to provide the IP Connect Service; and

7.1.4 where you have selected Ethernet MegaReach , BT may carry out further surveys in order to ensure that it can be provisioned. Following these surveys, if:

(a) BT can provide Ethernet MegaReach but you have requested, or it is necessary, to provide this Service (wholly or partially) using non-standard methods requiring additional infrastructure, and as a result BT will incur additional expenses, then BT may apply additional Charges (including Excess Construction Charges) in addition to or instead of any terms contained in this Contract. BT will notify you of such additional Charges; and

(i) if you do not agree to such additional Charges, then you may give Notice to BT that you wish to cancel your existing Order for Ethernet MegaReach in accordance with Clause 16 of the General Terms and within 14 days of BT receiving this Notice, BT will cancel your existing Order for the provision of Ethernet MegaReach and will have no obligation to provide Ethernet MegaReach; or

(b) BT cannot provide Ethernet MegaReach to you, BT will let you know as soon as reasonably possible and BT will cancel your existing Order for this Service to the affected Sites and BT will have no obligation to provide Ethernet MegaReach;

7.1.5 following any changes made as a result of Paragraph 7.1.3 and 7.1.4, will provide you with a date on which delivery of the IP Connect Service (or each part of the IP Connect Service, including to each Site) is due to start ("**Customer Committed Date**") and will use reasonable endeavours to meet any Customer Committed Date.

7.2 **Commissioning of the Service**

Before the Service Start Date:

7.2.1 BT will configure and connect the IP Connect Service to any Enabling Services;

7.2.2 BT may conduct a series of tests on the IP Connect Service to ensure that it is configured correctly; and

7.2.3 BT will confirm to you the Service Start Date, which will occur after BT has completed the activities in this Paragraph 7.2.

7.3 **During Operation**

On and from the Service Start Date, BT:

7.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Levels and Service Care Levels, as applicable, in Part C of this Schedule if BT detects or if you report an Incident on the BT Network;

7.3.2 will provide the Service with the care and skill that would reasonably be expected in the circumstances;

7.3.3 in the case of the Hull Service, will work with the relevant supplier to restore the IP Connect Service as soon as practicable during Business Hours if BT detects or if you report an Incident on the Access Line;

7.3.4 in the case of the ADSL and Superfast variants, may:

(a) undertake DLM for a period of up to 10 Business Days from the Service Start Date to stabilise the Access Line at the most appropriate Access Bandwidth, during which time, a number of minor disruptions to the IP Connect Service are likely to occur that are excluded from BT's Service Level calculations; and

(b) undertake DLM throughout the provision of the IP Connect Service to optimise the Access Bandwidth and stability of the Access Line, but BT does not guarantee any specific Access Bandwidth and there may be minor disruptions to the IP Connect Service as a result of the changes applied through DLM; and

(c) the Service does not operate at fixed speeds and will vary on a number of factors, including without limitation the proximity of the Site to the BT local exchange, the length and quality of your internal wiring, the processing speed of the modem and electrical interference from neighbouring properties. The Customer agrees that BT is not liable for the Service failing to reach specified speeds.

7.3.5 may carry out Maintenance from time to time and will endeavour to inform you at least five Business Days before any Planned Maintenance on the BT Network or BT Equipment, however you agree that BT may inform you with less notice than normal where emergency Maintenance is required; or

7.3.6 may, in the event of a security breach affecting the IP Connect Service, require you to change any or all of your passwords, although BT does not guarantee the security of the IP Connect Service against unauthorised or unlawful access or use.

7.4 **The End of the Service**

On termination of the IP Connect Service by either one of us, or expiry, BT:

7.4.1 will provide configuration information relating to the IP Connect Service provided at the Site(s) in a format that BT reasonably specifies; and

7.4.2 may disconnect and remove any BT Equipment located at the Site(s).

Your Obligations

8.1 **Service Delivery**

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

8.1.1 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 IP Connect Service ("**Customer Contact**"), but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;

8.1.2 provide BT with any information reasonably required without undue delay and you will make sure the information provided is accurate and complete;

8.1.3 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 IP Connect Service;

8.1.4 complete any preparation activities that BT may request to enable you to receive the IP Connect Service promptly and in accordance with any reasonable timescales;

8.1.5 cooperate with BT and comply with any reasonable requests BT makes to help BT provide the Services;

8.1.6 notify BT in writing of any health and safety or environmental rules and regulations and security requirements that apply at a Site;

8.1.7 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:

(a) inform your Users that as part of the IP Connect Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;

(b) ensure that your Users have consented or are deemed to have consented to such monitoring and reporting (if such consent is legally required); and

(c) agree that BT will not be liable for any failure by you to comply with this Paragraph 8.1.7, you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 8.1.7;

8.1.8 ensure that the Local Area Network or LAN protocols and applications you use are compatible with the IP Connect Service;

8.1.9 separately order and configure all your router(s) at a Site; and

8.1.10 prepare and maintain the Site(s) for the installation of BT Equipment and supply of the IP Connect Service, including:

(a) provide 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 in accordance with applicable installation standards;
(b) take up or remove 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 of the IP Connect Service;
(c) carry out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance of the IP Connect Service;
(d) provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the IP Connect Service and BT Equipment at such points and with such connections as BT specifies, including back-up power with sufficient capacity to conform to the standby requirements of the applicable British standards to mitigate any IP Connect Service interruption resulting from failure in the principal power supply; and
(e) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate.

8.2 **During Operation**

On and from the Service Start Date, you will:

8.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;

8.2.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and will be available for all subsequent Incident management communications;

8.2.3 monitor and maintain any Customer Equipment connected to the IP Connect Service or used in connection with the IP Connect Service;

8.2.4 comply with Applicable Law, the Acceptable Use Policy and the Compliance Obligations and make sure that your Users do as well;

8.2.5 ensure that any Customer Equipment that is connected to the IP Connect Service or that you use, directly or indirectly, in relation to the IP Connect Service is:

(a) connected using the applicable NTU, unless you have BT's permission to connect by another means and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
(b) adequately protected against viruses and other beaches of security;
(c) technically compatible with the IP Connect Service and will not harm or damage BT Equipment, the BT Network, or any of BT's supplier's or subcontractor's network or equipment; and
(d) approved and used in accordance with relevant instructions and Applicable Law;

8.2.6 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;

8.2.7 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the IP Connect Service;

8.2.8 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the IP Connect Service and:

(a) inform BT immediately if a User 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;
(b) take all reasonable steps to prevent unauthorised access to the IP Connect Service; and
(c) satisfy BT's security checks if a password is lost or forgotten; and

8.2.9 if BT requests you to do so in order to ensure the security or integrity of the IP Connect Service, change any or all passwords and/or other systems administration information used in connection with the IP Connect Service; and

8.2.10 for Sites not under BT's control, get all the consents, licences, permissions and authorisations we both need and keep them up to date so BT can provide the Services at the Sites, including for:

(a) making alterations to buildings;
(b) getting into property;
(c) dealing with local authorities, landlords or owners;
(d) installing BT Equipment or Purchased Equipment; and
(e) using the Services over your network or at a Site.

8.3 **The End of the Service**

On termination of the IP Connect Service by either one of us, you will:

8.3.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);

8.3.2 disconnect any Customer Equipment from BT Equipment located at the Site(s);

8.3.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;

8.3.4 arrange for any BT Equipment located at the Site(s) to be returned to BT; and

8.3.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

Notification of Incidents

Where you become aware of an Incident:

9.1 the Customer Contact will report it to BT's Service Desk;

9.2 BT will give you a unique reference number for the Incident ("**Trouble Ticket**");

9.3 BT will inform you when BT believes the Incident is cleared and will close the Trouble Ticket when:

9.3.1 you confirm that the Incident is cleared within 24 hours after being informed; or

9.3.2 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 after BT's attempt to contact you.

9.4 If you confirm that the Incident is not cleared within 24 hours of being informed, the Trouble Ticket will remain open and BT will continue to endeavour to resolve the Incident and, where appropriate, BT will continue to measure Availability Downtime until the Trouble Ticket is closed as set out in Paragraph 9.3.

Invoicing

10.1 BT will invoice you for the Charges for the IP Connect Service as set out in Paragraph 10.2 in the amounts and currency specified in any applicable Order.

10.2 Unless stated otherwise in an applicable Order, BT will invoice you for:

10.2.1 Installation Charges, on the Service Start Date;

10.2.2 Recurring Charges, monthly in advance on the first day of the relevant month (for any period where IP Connect Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis);

10.2.3 De-installation Charges within 60 days after de-installation of the IP Connect Service; and

10.2.4 any Termination Charges incurred in accordance with Paragraph 0 upon termination of the relevant Service.

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

10.3.1 Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is outside the Service Management Boundary;

10.3.2 Charges for commissioning the IP Connect Service as set out in Paragraph 7.2 where you have requested that BT does so outside of Business Hours;

10.3.3 Excess Construction Charges, if applicable;

10.3.4 Charges for restoring the IP Connect Service if the IP Connect Service has been suspended in accordance with the Contract;

10.3.5 Charges for cancelling the IP Connect Service in accordance with the Governing Agreement;

10.3.6 Charges for expediting provision of the IP Connect Service at your request after you have been informed of the Customer Committed Date; and

10.3.7 any other Charges set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.

10.4 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.

Charges at the End of the Contract

11.1 If you exercise your right to terminate the Contract or the IP Connect Service for convenience, then, unless an Order specifically sets out different Termination Charges, you will pay BT:

11.1.1 all outstanding Charges for the IP Connect Service;

11.1.2 De-installation Charges;

11.1.3 any remaining Charges outstanding with regard to BT Equipment or Purchased Equipment;

11.1.4 any other Charges set out in the Order; and

11.1.5 all charges incurred by BT from a supplier due to the early termination.

11.2 In addition to the Charges set out at Paragraph 11.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, unless an Order says something different, you will pay BT:

11.2.1 for any parts of the IP Connect Service that were terminated during the first 12 months of the Minimum Period of Service, Termination Charges, as compensation, equal to:

(a) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service;

(b) 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months, of the Minimum Period of Service;

(c) any waived Installation Charges; and

11.2.2 for any parts of the IP Connect Service that were terminated after the first 12 months of the Minimum Period of Service or during a Renewal Period, Termination Charges, as compensation, equal to 20 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or the Renewal Period.

IP Addresses

12.1 Except for IP Addresses expressly registered in your name, all IP Addresses made available with the IP Connect Service will at all times remain BT's property or the property of BT's suppliers and will be non-transferable. All of your rights to use such IP Addresses cease on termination or expiration of the IP Connect Service.

12.2 All of your rights to use IP Addresses will cease on termination or expiration of the IP Connect Service.

12.3 You warrant that you are the owner of and have correctly specified the IP addresses that you provide to BT.

BT Equipment

13.1 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.

13.2 You will not use BT Equipment other than in accordance with BT's written instructions or authorisation and will not move, add to, reconfigure, modify or otherwise interfere with BT Equipment, nor permit any other person (other than a person authorised by BT) to do so.

13.3 You will be liable to BT for any loss of or damage to BT Equipment, except where the loss or damage is a result of fair wear and tear or caused by BT.

13.4 You will not move or relocate any BT Equipment without BT's prior written consent and if you do, you will pay BT's costs and expenses reasonably incurred as a result.

WEEE Directive

14.1 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**").

14.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 0 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.

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

Part C – Service Levels

Service Care Levels

15.1 From the Service Start Date, BT will provide the IP Connect Service with the Service Care Level available for the relevant Access Line that you select and as set out in the Order in accordance with the below table.

Service Care Level	Description
Standard Care	BT will aim to repair an Incident within 40 Business Hours after you report it to BT and in accordance with Paragraph 0.
Enhanced Care	BT will aim to repair an Incident within 20 hours after you report it to BT in accordance with Paragraph 0.
Express Care	BT will aim to repair an Incident within seven hours after you report it to BT in accordance with Paragraph 0.
Total Care	BT will aim to respond to an Incident within four hours and repair an Incident within five hours of you reporting the Incident to BT in accordance with Paragraph 0.

15.2 Ethernet Radio, Ethernet Fibre and Ethernet MegaReach are only provided with Total Care.

On Time Delivery

16.1 **On Time Delivery Service Level**

BT will deliver the IP Connect Service on or before the Customer Committed Date ("**On Time Delivery Service Level**").

16.2 **On Time Delivery Service Credits**

16.2.1 If BT does not meet the On Time Delivery Service Level, except where you have selected ADSL or Superfast Access Line variants delivered via Wholesale Broadband Connect Platform, you may claim On Time Delivery Service Credits for each day after the Customer Committed Date until the IP Connect Service is delivered at the Site, as set out in this Paragraph 16.2.

16.2.2 You may claim On Time Delivery Service Credits by reporting any failure to meet the On Time Delivery Service Level to the Service Desk in accordance with Paragraph 0.

16.2.3 On Time Delivery Service Credits are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charge for the affected Site or Circuit.

16.2.4 If both of us have agreed a revised Customer Committed Date in writing, or if BT exercises it's right to revise the Customer Committed Date as set out in Paragraph 16.3.1, the calculation of any On Time Delivery Service Credits will be made by reference to the revised Customer Committed Date.

16.3 **Exceptions**

16.3.1 If you request a change to the IP Connect Service or any part of the IP Connect Service, including, without limitation, any IP Address location, then BT may change the Customer Committed Date to accommodate that change.

16.3.2 The On-Time Delivery Service Level does not apply to:

(a) upgrades or changes to the IP Connect Service, unless these require the installation of new components and have an agreed delivery date, in which case the Customer Committed Date will be that agreed delivery date;

(b) Ethernet Radio and Ethernet MegaReach

16.3.3 BT may expedite delivery of the IP Connect Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

Availability

17.1 **Availability Service Level**

17.1.1 From the Service Start Date, BT will provide the IP Connect Service with a target availability corresponding to the applicable Availability Service Level Category for the IP Connect Service as set out in the table in Paragraph 17.2.1 below ("**Availability Service Level**").

17.1.2 You may request Availability Service Credits for Qualifying Incidents at either:

(a) the Standard Availability Service Credit Rate, as set out in Paragraph 17.2.2; or

(b) as applicable, the Elevated Availability Service Credit Rate, as set out in Paragraph 17.2.2.

17.2 **Availability Service Level Categories**

17.2.1 The following table sets out the configurations for each of the Availability Service Level Categories.

Availability Service Level Category	Resilient Service Option	Access Line Availability
Cat A++	SecurePlus Resiliency	Ethernet Fibre
Cat A+	Secure Resiliency	Ethernet Fibre
Cat A1	Not Applicable	Not Applicable
Cat A	Not Applicable	Not Applicable
Cat B	None	Ethernet Fibre
Cat C	Not Applicable	Not Applicable
Cat D	None	ADSL Connect Premium Superfast Connect Premium SOGEA (
Cat E	Not Applicable	Not Applicable
Cat F	None	ADSL Connect Plus Superfast Connect Superfast SOGEA Superfast FTTP
Cat G	None	ADSL Connect ADSL Connect Backup Superfast Connect Backup SOADSL Connect

17.2.2 The following table sets out the Availability Annual Targets, the Maximum Annual Availability Downtime, the Maximum Monthly Availability Downtime, the Standard Availability Service Credit Rate, the Elevated Availability Service Credit Rate and the Service Credit Interval for each Availability Service Level Category:

Availability Service Level Category	Availability Annual Target	Maximum Annual Availability Downtime	Maximum Monthly Availability Downtime	Standard Availability Service Credit Rate	Elevated Availability Service Credit Rate	Service Credit Interval
Cat A++	≥ 99.999%	5 minutes	0 minutes	4%	8%	5 min
Cat A+	≥ 99.99%	1 hour	0 minutes	4%	8%	15 min
Cat A1	≥ 99.97%	3 hours	0 minutes	4%	8%	1 hour
Cat A	≥ 99.95%	4 hours	0 minutes	4%	8%	1 hour
Cat B	≥ 99.90%	8 hours	1 hour	4%	8%	1 hour
Cat C	≥ 99.85%	13 hours	3 hours	4%	4%	1 hour
Cat D	≥ 99.80%	17 hours	5 hours	4%	4%	1 hour
Cat E	≥ 99.70%	26 hours	7 hours	4%	4%	1 hour
Cat F	≥ 99.50%	43 hours	9 hours	4%	4%	1 hour
Cat G	≥ 99.00%	87 hours	11 hours	4%	4%	1 hour
Cat H	≥ 98.00%	175 hours	13 hours	4%	4%	1 hour
Cat I	≥ 97.00%	262 hours	15 hours	4%	4%	1 hour

17.3 Availability Service Credits

17.3.1 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 Trouble Ticket for that Incident in accordance with Paragraph 9.3.

17.3.2 BT will measure the Availability Downtime in units of full minutes in respect of the Business Hours for Access Line Incidents, and in the Contracted Maintenance Hours for BT Equipment Incidents.

17.3.3 BT will then calculate the cumulative Availability Downtime for the calendar months in which the Qualifying Incident occurred ("**Cumulative Monthly Availability Downtime**") and for the previous 12 consecutive calendar months ("**Cumulative Annual Availability Downtime**"), but in the event that the Site or Circuit has been installed for less than 12 consecutive months, BT will apply an assumed Cumulative Annual Availability Downtime for the previous 12 consecutive months using the Availability Downtime data recorded to date.

17.3.4 In the event that the Cumulative Monthly Availability Downtime for the IP Connect Service exceeds the Maximum Monthly Availability Downtime, you may request Availability Service Credits at the Standard Availability Service Credit Rate for each stated Service Credit Interval above the Maximum Monthly Availability Downtime.

17.3.5 In the event that the Cumulative Annual Availability Downtime for the IP Connect Service, measured in accordance with Paragraph 17.3.1 above, exceeds the Maximum Annual Availability Downtime, you may request Availability Service Credits for all further Qualifying Incidents at the Elevated Availability Service Credit Rate for each started Service Credit Interval above the Maximum Annual Availability Downtime up to and until the Cumulative Annual Availability Downtime for the IP Connect Service is less than the Maximum Annual Availability Downtime.

Resiliency Restoration

18.1 **Resiliency Restoration Service Level**

Where you have purchased a Resilient Service and experiences loss of Service on any Resilient Component (which does not amount to a Severity Level 1 Incident), BT aims to restore the IP Connect Service to the affected Resilient Components within 24 hours of you reporting the Incident, ("**Resiliency Restoration Service Level**"), but the Resiliency Restoration Service Level will not apply where there is a Qualifying Incident (in which case, the Availability Service Level will apply, in accordance with Paragraph 0).

18.2 **Resiliency Restoration Service Credits**

18.2.1 If the affected Resilient Components are not restored within 24 hours, you may request a Resiliency Restoration Service Credit for each commenced hour in excess of the Resiliency Restoration Service Level.

18.2.2 Resiliency Restoration Service Credits are equal to 1 per cent of the total monthly Recurring Charges for the Resilient Service.

Network Performance

From the Service Start Date, BT will provide the elements of the IP Connect Service in the Core Network to the network performance targets for round trip delay, packet delivery and jitter as set out in this Paragraph 0 ("**Network Performance Service Levels**").

19.1 Round Trip Delay

19.1.1 **Round Trip Delay Service Level**

(a) From the Service Start Date, BT will provide the IP Connect Service to the target round trip delay time corresponding to the applicable COS for the IP Connect Service as set out in the table in the following Paragraph ("**Round Trip Delay Service Level**").

(b) The following table sets out the Round Trip Delay Service Level for each COS.

COS	Round Trip Delay Time
EF Class	20 milliseconds
AF Class	23 milliseconds
DE Class	30 milliseconds

19.1.2 **Round Trip Delay Service Credits**

(a) If the round trip delay exceeds the Round Trip Delay Service Level by up to 20 per cent, you may request a Round Trip Delay Service Credit of two per cent of the monthly Recurring Charges for each affected Site.

(b) If the round trip delay exceeds the Round Trip Delay Service Level by more than 20 per cent, you may request a Round Trip Delay Service Credit of four per cent of the monthly Recurring Charges for the for each affected Site.

19.2 **Packet Delivery**

19.2.1 **Packet Delivery Service Level**

(a) From the Service Start Date, BT will provide the IP Connect Service to the target packet delivery percentage corresponding to the applicable COS for the IP Connect Service as set out in the table in the following Paragraph ("**Packet Delivery Service Level**").

(b) The following table sets out the Packet Delivery Service Level for each COS.

COS	Packet Delivery Percentage
EF Class	99.9%
AF Class	99.95%
DE Class	99.8%

19.2.2 **Packet Delivery Service Credits**

If the packet delivery percentage exceeds the Packet Delivery Service Level, you may request a Packet Delivery Service Credit for two per cent of the monthly Recurring Charges of each affected Site.

19.3 **Jitter**

19.3.1 **Jitter Service Level**

(a) From the Service Start Date, BT will provide the IP Connect Service to the target jitter time corresponding to the applicable COS for the IP Connect Service as set out in the table in the following Paragraph ("**Round Trip Delay Service Level**").

(b) The following table sets out the Jitter Service Level for each COS.

COS	Jitter Time
EF Class	3.5 milliseconds
AF Class	Not Applicable
DE Class	Not Applicable

19.3.2 **Jitter Service Credits**

(a) If the jitter time exceeds the Jitter Service Level by up to 10 per cent, you may request a Jitter Service Credit for two per cent of the monthly Recurring Charges for each affected Site; and

(b) If the jitter time exceeds the Jitter Service Level by more than 10 per cent, you may request a Jitter Service Credit for four per cent of the monthly Recurring Charges for each affected Site.

19.4 **Exceptions**

19.4.1 The Network Performance Service Levels will not apply:

(a) where there is a Qualifying Incident, in which case, the Availability Service Level will apply, in accordance with Paragraph 0); and

(b) for Incidents that occur outside of the Core Network.

Requests for Service Credits

20.1 You may request applicable Service Credits within 28 days of the end of the calendar month in which an Incident occurred by providing details of the reason for the claim and any failure by you to submit a request in accordance with this Paragraph 0 will constitute a waiver of any claim for Service Credits in that calendar month.

20.2 Upon receipt of a valid request for Service Credits in accordance with Paragraph 20.1:

20.2.1 BT will issue you with the applicable Service Credits by deducting those Service Credits from your invoice within two billing cycles of the request being received; and

20.2.2 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 in a reasonable period of time.

20.3 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.

20.4 Service Credits for all Service Levels will be aggregated and are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charge for the affected Site.

20.5 The Service Levels under this Schedule will not apply:

20.5.1 if anyone other than BT, BT's Affiliates or BT's subcontractors or suppliers do something, or do not do something they need to do;

20.5.2 where any restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction applies;

20.5.3 during any trial period of the IP Connect Service;

20.5.4 in the case of failures due to any Force Majeure Event;

20.5.5 if you cause a delay or do not provide any requested information in accordance with any reasonable timescales BT tells you about;

20.5.6 to any Incident not reported in accordance with Paragraph 0 above; or

20.5.7 if you have not complied with the Contract.

Part D – Defined Terms

Defined Terms

In addition to the defined terms in the Governing Agreement, capitalised terms in this Schedule will have the following 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):

"**Access Bandwidth**" means the maximum data throughput rate an Access Line can sustain measured in bits per second.
"**Access Line**" means a Circuit connecting a Site to the POP.
"**ADSL**" means asymmetric digital subscriber line, which is a standard that uses rate adaptive broadband technology that does not run at fixed speeds and is determined by the fastest speed that your analogue direct exchange line can support.
"**AF Class**" means the COS for delay sensitive data traffic.
"**Availability**" means the period of time when the IP Connect Service is functioning.
"**Availability Annual Target**" has the meaning given in Paragraph 17.1.1.
"**Availability Downtime**" means the period of time during which a Qualifying Incident exists as measured by BT in accordance with Paragraph 17.3.1.
"**Availability Service Credit**" means the Service Credit available for a failure to meet the Availability Service Level.
"**Availability Service Level**" has the meaning given in in Paragraph 17.1.1.
"**Availability Service Level Category**" means the category that determines the relevant Availability Service Level and that is a function of the Resiliency Service option and Access Line configuration at a Site.
"**BT Licenced Area**" means the United Kingdom other than the Hull Area, the Isle of Man or the Channel Islands.
"**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 IP Connect Service.
"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.
"**COS**" means class of service, which is a categorisation of traffic based on a process for managing a network by giving certain types of traffic priority over others.
"**COS Profile**" means the selected mix of EF Class, AF Class and DE Class traffic classes.
"**Contracted Maintenance Hours**" means the times during which BT will provide maintenance for BT Equipment, which will be Business Hours unless specified otherwise in the Order.
"**Core Network**" means BT's network infrastructure between and including the POP, but does not include the Access Line between your Site(s) and the POP.
"**Cumulative Annual Availability Downtime**" has the meaning given in Paragraph 17.3.3.
"**Cumulative Monthly Availability Downtime**" has the meaning given in Paragraph 17.3.3.
"**Customer Committed Date**" has the meaning given in Paragraph 7.1.4.
"**Customer Equipment**" means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with the IP Connect Service.
"**DE Class**" means the COS for delay tolerant applications.
"**De-installation Charges**" means the charges payable by you on de-installation of the IP Connect Service that will be equal to the then current rates for Installation Charges on the date of de-installation.
"**DLM**" means dynamic line management, which is a technique used to control the speed and stability of the broadband line.
"**EF Class**" means the COS for VOIP applications.
"**Elevated Availability Service Credit Rate**" means the applicable rate as set out in the table at Paragraph 17.2.1 for the relevant Service Level Availability Category.
"**Enabling Service**" has the meaning given in Paragraph 5.1.
"**Ethernet**" means a dedicated Ethernet access Circuit connecting a Site to the nearest POP that is capable of carrying COS.
"**Ethernet Fibre**" means an Ethernet service based on an optical fibre cable.
"**Ethernet MegaReach**" means an Ethernet service using a combination Ethernet Radio and Ethernet Fibre in a daisy chain via intermediate exchanges.
"**Ethernet Platform**" is a BT platform used with IP Connect UK Service to deliver private broadband to the Core Network and is engineered in a more predicable way, so the bandwidth ordered is the bandwidth you receive.

"**Ethernet Radio**" means an Ethernet service provided using radio technology between a Site and the nearest BT exchange.
"**FTTP**" has the meaning given in Paragraph 2.1.1(e).
"**General Terms**" can be found at www.bt.com/terms.
"**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.
"**Hull Area**" the area defined as the 'Licensed Area' in the licence granted on 30 November 1987 by the Secretary of State under section 7 of the Telecommunications Act 1984 to Kingston upon Hull City Council and Kingston Communications (Hull) plc.
"**Incident**" means an unplanned interruption to, or a reduction in the quality of, the IP Connect Service or particular element of the Service.
"**Installation Charges**" means those Charges set out in the Order in relation to installation of the IP Connect Service and/or any Purchased Equipment, Customer Equipment and/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 Internet Protocol to link devices worldwide.
"**IP**" means Internet protocol, which is a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.
"**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.
"**IP Connect Service**" has the meaning given in Paragraph 0.
"**Jitter Service Level**" has the meaning given in Paragraph 19.3.1.
"**Jitter Service Credits**" means the Service Credit available for a failure to meet the Jitter Service Level.
"**LAN**" means the local area network, which is the infrastructure that enables the ability to transfer IP services within Sites (including data, voice and video conferencing services).
"**Maintenance**" means any work on the BT Network or Services, including to maintain, repair or improve the performance of the BT Network or Services.
"**Managed Service from BT**" means a managed voice or data telecommunications service that BT provides as a separate service.
"**Maximum Annual Availability Downtime**" has the meaning given in the table at Paragraph 17.2.1 for the relevant Service Level Availability Category.
"**Maximum Monthly Availability Downtime**" has the meaning given in the table at Paragraph 17.2.1 for the relevant Service Level Availability Category.
"**Minimum Period of Service**" means a period of 12 consecutive months beginning on the Service Start Date, unless otherwise set out in an Order.
"**Multiple VPNs**" means one or more VPNs to which multiple Sites can connect.
"**Network Performance Service Levels**" has the meaning given in Paragraph 0.
"**Notice**" means any notice to be given by one of us to the other under the Contract in accordance with the Governing Agreement.
"**Notice of Non-Renewal**" has the meaning given in Paragraph 6.1.1.
"**Notice to Amend**" has the meaning given in Paragraph 6.1.3.
"**NTU**" means the network terminating unit, which is the socket where your wiring, equipment or existing qualifying data service is connected to the Access Line.
"**On Time Delivery Service Credits**" means the Service Credit available for a failure to meet the On Time Delivery Service Level.
"**On Time Delivery Service Level**" has the meaning given in Paragraph 16.1.
"**Packet Delivery Service Level**" has the meaning given in Paragraph 19.2.1.
"**Packet Delivery Service Credits**" means the Service Credit available for a failure to meet the Packet Delivery Service Level.
"**Planned Maintenance**" means any Maintenance BT has planned to do in advance.
"**POP**" means a point of presence, which is the point where the Access Line terminates and is the demarcation point between the Access Line and the Core Network.
"**Port**" means the physical or virtual point where the Access Line connects to the POP.
"**Port Bandwidth**" means the maximum data throughput rate a Port can sustain measured in bits per second.
"**Portal**" means an externally accessible website provided by BT that enables customers to securely access reporting information on the IP Connect Service.
"**Primary Access Line**" has the meaning given in Paragraph 3.1.1.
"**PSTN**" means Public Switched Telephone Network, which is the concentration of the world's public circuit switched telephone networks.
"**Qualifying Incident**" means a Severity Level 1 Incident, except where any of the following events have occurred:

(a) the IP Connect 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 IP Connect Service at a time when no Incident has been detected and/or reported.

"**Recurring Charges**" means the Charges for the IP Connect Service or applicable part of the IP Connect Service that are invoiced repeatedly in every payment period (e.g., every month), as set out in the Order and may also be called Subscription Service Charges on the Order.
"**Renewal Period**" means for the IP Connect Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.
"**Resiliency Restoration Service Credit**" means the Service Credit available for a failure to meet the Resiliency Restoration Service Level.
"**Resiliency Restoration Service Level**" has the meaning given in Paragraph 18.1.
"**Resilient Component**" means, with respect to a Resilient Service, any of the Access Lines, BT Equipment or Purchased Equipment.
"**Resilient Service**" means the IP Connect Service or part of the IP Connect Service, as set out in the Order, where BT provides:

(a) two or more Access Lines, to provide more resiliency;
(b) BT Equipment or Purchased Equipment; and
(c) maintenance service 24 hours a day and seven days a week, including public holidays in respect of (a) and (b) above.

"**Round Trip Delay Service Level**" has the meaning given in Paragraph 19.1.1.
"**Round Trip Delay Service Credits**" means the Service Credit available for a failure to meet the Round Trip Delay Service Level.
"**Service Care Levels**" means the times to respond to or repair an Incident that BT will endeavour to achieve in response to a fault report and that are based on the Access Line.
"**Service Desk**" has the meaning given in Paragraph 7.1.1.
"**Service Credit Interval**" means as set out in the table at Paragraph 17.2.1 for the relevant Service Level Availability Category.
"**Service Level**" means each of the On Time Delivery Service Level, the Availability Service Level, the Resiliency Restoration Service Level and the Network Performance Service Levels.
"**Service Management Boundary**" has the meaning given in Paragraph 4.1.
"**Service Options**" has the meaning given in Paragraph 0.
"**Severity Level 1 Incident**" means an Incident that cannot be circumvented and that constitutes a complete loss of Service at the Site or Circuit and in respect of a Resilient Service, excluding any loss of service of a Resilient Component where you still has access to the Service through the other back-up Resilient Component.
"**Shared Access**" means the ability for you to share elements of the IP Connect Service with a third party.
"**Site**" means a location at which the Service is provided.
"**Secondary Access Line**" has the meaning given in Paragraph 3.1.1.
"**Service Level Availability Category**" means the category, as set out in the Order, that, in accordance with the table set out at Paragraph 17.2.1, specifies the following in relation to the Service, Site or Circuit:

(a) Availability Annual Target;
(b) Maximum Annual Availability Downtime
(c) Maximum Monthly Availability Downtime;
(d) Standard Availability Service Credit Rate;
(e) Elevated Availability Service Credit Rate; and
(f) Service Credit Interval.

"**SOADSL**" has the meaning given in Paragraph 2.1.1(d).
"**SOGEA**" has the meaning given in Paragraph 2.1.1(c).
"**Standard Availability Service Credit Rate**" means the applicable rate as set out in the table at Paragraph 17.2.2 for the relevant Service Level Availability Category.
"**Standard Service Components**" has the meaning given in Paragraph 0.
"**Superfast**" means a fast broadband line that normally exceeds 30 Mbps.
"**Trouble Ticket**" has the meaning given in Paragraph 9.2 and may also be known as a "**fault reference number**".
"**Usage Charges**" means the Charges for the Service or applicable part of the Service that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number of agents using the Service, or the number of minutes the Service was used for) with the relevant fee that is specified in the Order.

"**VOIP**" means voice over internet protocol, a technology for delivering voice calls as digital packets using IP.
"**VPN**" means a virtual private network.
"**VDSL**" means very-high-bit-rate digital subscriber line standard, which is a standard that provides higher access line speeds than ADSL, using high speed rate adaptive broadband technology that does not run at fixed speeds and is determined by the fastest speed that the underlying technology can support.
"**WEEE**" has the meaning given in Paragraph 14.1.
"**WEEE Directive**" has the meaning given in Paragraph 14.1.
"**Wholesale Broadband Connect Platform**" is a shared platform across which BT delivers high speed broadband connectivity and is used by IP Connect UK Service to deliver private broadband to the Core Network.