1. Definitions and Interpretation

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

“BT’s Supplier” means Waveworks Ltd whose registered office is at: 3 Redman Court, Bell Street, Princes Risborough, Buckinghamshire HP27 0AA registered in England no 4211703, who has agreed to supply the various services to BT.

“BT’s Supplier Equipment” means equipment (including any Software) owned or licensed by BT’s Supplier and placed on the Customer’s premises for the provision of the Service.

BT’s Supplier Service Desk means BT’s Supplier’s help desk, as further described in Clause 3.11.21 below.

“Cease Request Form” means the template document to be completed by the Customer for cessations carried out in accordance with this Service Schedule, a copy of which will be provided to the Customer on or before commencement of the implementation phase.

“Change Request Form” means the template document to be completed by the Customer for changes carried out in accordance with this Service Schedule, a copy of which will be provided to the Customer on or before commencement of the implementation phase.

“Data Centre” means the premises at which BT’s Supplier will provide or perform any Colocation Services, Managed Server Services or MPLS Gateway Services.

“Minimum Commitment” means 80% of the total chargeable DSL connections specified on the Order Form (excluding optional additional connections that are included for future call-off) that the Customer commits to for the duration of the Minimum Period of Service.

“Provisioning Period” means the period in which the Services are being enabled for the Customer’s use.

“Provisioning Request Form” means the template document to be completed by the Customer for provision of additional DSL connections in accordance with this Service Schedule, a copy of which will be provided to the Customer on or before commencement of the implementation phase.

“Renewal Order” means an Order Form which is signed by the Customer to renew the Service, subject to BT’s acceptance, prior to the expiry of the Minimum Period of Service.

2. Provision of Service

2.1 The Service will be provided by BT to the Customer using BT’s Supplier. For the avoidance of doubt no contractual relationship is intended between the Customer and BT’s Supplier.

3. Service Description

The following Service options are available. The Service option(s) selected by the Customer will be identified on the Order Form.
3.1 Colocation Services

3.1.1 The Customer will be provided with ¼, ½ or full rack(s) including allocated maximum power as set out on the Order Form. Dual power feeds will only be provided if stated on the Order Form. The Customer will be responsible for providing power distribution blocks.

3.1.2 The Customer will be advised when the Colocation Service is available.

3.1.3 If any rack/part rack exceeds its allocated maximum power, BT’s Supplier will advise the Customer and the Customer shall, within 4 weeks of that advice, either:

(a) reduce the amount of power drawn to no more than the allocated maximum power within 4 weeks and/or, subject to availability, take additional rack space at the charges in force at that time; or

(b) where a power upgrade is available, agree to a power upgrade order.

If after this period, the Customer still exceeds the allocated maximum power, BT’s Supplier will have the right to take necessary steps to limit the power to the maximum allocated level.

3.1.4 The Customer will be provided with 24 hour access to the Data Centre to allow the installation, maintenance and decommissioning of Customer Equipment. The Customer agrees to comply strictly with the ‘Data Centre Acceptable Use Policy’ which will be provided when the Service is made available in the Customer handover documentation where appropriate or by BT's Supplier on request. Any breach of the ‘Data Centre Acceptable Use Policy’ will be considered as a material breach of the Contract.

3.1.5 The Customer will not order any services directly from the Data Centre except for remote hands support and must make all requests via BT’s Supplier. Any allowance for remote hands support will be set out on the Order Form. Once the allowance has been used, or if no allowance is specified, the Customer will be liable for all charges if remote hands are used. Unused allowances are not carried forward into the next allowance period.

3.1.6 The Customer must obtain written permission from BT’s Supplier prior to installing any 3rd party services into any rack.

3.1.7 BT reserves the right to pass on to the Customer all increases in Data Centre electricity charges at the same percentage increase placed on them by their provider. BT will notify the Customer of such increases in writing, giving a minimum of 1 month’s notice.

3.1.8 The Customer must vacate the rack(s) and remove all Customer Equipment from the Data Centre on termination of the Colocation Service or at the end of the Minimum Period of Service (whichever shall first occur) unless a Renewal Order has been accepted by BT. The Customer must vacate the Data Centre no later than 11.00 pm on the day of termination or the end of the Minimum Period of Service, as the case may be. The Customer accepts that their access to the Data Centre will not extend beyond such time and that any Customer Equipment left in the rack(s) after that time will be removed by BT. BT accepts no liability for the condition or safety of Customer Equipment in such circumstances and any forwarding freight charges must be paid in advance by the Customer.

3.2 IP Transit and Backhaul Services

3.2.1 BT will provide IP Transit/Backhaul Services with a committed bandwidth in accordance with the Order Form.

3.2.2 The Customer may increase the bandwidth, subject to availability, at any time during the Minimum Period of Service subject to the charges in force at that time. Any increase in bandwidth will form a new committed bandwidth for the remainder of the Minimum Period of Service.

3.2.3 If the Customer takes IP Transit/Backhaul Services from BT or, where agreed in writing from a 3rd party, the Customer agrees that such Services will not be used to:
(a) upload, post or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene (illegal pornography), libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

(b) harm minors in any way;

(c) impersonate any person or entity or falsely state or otherwise misrepresent an affiliation with a person or entity;

(d) forge headers, spoof, monitor/sniff IP packets or otherwise manipulate identifiers in order to disguise the origin of any content or third party content transmitted via the Service;

(e) upload, post or otherwise transmit any third party content that the Customer does not have a right to transmit under law or under contractual or fiduciary relationships;

(f) upload, post or otherwise transmit any third party content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

(g) upload, post or otherwise transmit any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

(h) upload, post or otherwise transmit any third party content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(i) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals; or

(j) do anything that in the opinion of BT or BT's Supplier is likely to bring the network into disrepute, after warnings from BT's Supplier's NOC (Network Operations Centre).

3.3 Managed Servers Services

3.3.1 BT will provide the Customer with either a virtual, dedicated server(s) or Data Centre shared rack space for the hosting of the Customer's server(s) in accordance with the Order Form. BT will ensure that sufficient power is available for the requirements of the server(s).

3.3.2 The Customer shall be advised when the Managed Server Service is available for use.

3.3.3 The Customer will have remote access to the server(s) only. No access to the Data Centre is permitted unless in exceptional circumstances. Where anyone is allowed to access the Data Centre, such access is conditional upon the person being accompanied by a representative of BT's Supplier and to the payment of the applicable charges for access in force at the time.

3.3.4 The Customer Equipment will be removed from the rack(s) on termination of the Managed Server Service or at the end of the Minimum Period of Service (whichever shall first occur) unless a Renewal Order has been accepted by BT. The Customer accepts that BT's Supplier will remove the Customer Equipment at its earliest convenience and return it to the Customer. BT accepts no liability for the condition or safety of Customer Equipment in such circumstances and any forwarding freight charges must be paid in advance by the Customer.

3.4 Ethernet/Fibre Services

3.4.1 BT will provide Ethernet/Fibre Services in accordance with the Order Form.

3.4.2 The Customer will be advised when the Ethernet/Fibre Service has been commissioned and tested. Each Ethernet/Fibre Service connection will have its own Operational Service Date.
3.4.3 Where the committed rate bandwidth is lower than the bearer bandwidth the Customer will have the option to increase the committed rate during the Minimum Period of Service. Increases in committed rate bandwidth are subject to additional charges ‘fixed’ bandwidth increase amounts and availability depending on the Service and can be provided on request from BT. Any increase in the committed rate bandwidth will form a new committed rate bandwidth for the remainder of the Minimum Period of Service.

3.4.4 BT may in certain circumstance use 3rd party Ethernet/Fibre Services other than BT. In this instance the Customer will be made aware of the 3rd party provider.

3.4.5 Where applicable, BT will provide BT’s Supplier Equipment to terminate the Ethernet/Fibre Services.

3.5 **MPLS Gateway Services**

3.5.1 BT will provide an MPLS Gateway with a committed bandwidth in accordance with the Order Form.

3.5.2 The Customer may increase the bandwidth in multiples of 5Mb at any time during the Minimum Period of Service, subject to the charges in force at that time. Any increase in bandwidth will form a new committed bandwidth for the remainder of the Minimum Period of Service.

3.5.3 The Customer must request and authorise BT’s Supplier’s access into their MPLS network through their BT account manager who can advise the relevant charges. BT’s Supplier will assist the Customer in this process, where necessary.

3.5.4 BT’s Supplier operates MPLS Gateways at London and Manchester Data Centres using 100Mb shared access bearers. BT’s Supplier may use either Data Centres, unless BT has specifically agreed with the Customer to use one or the other. Auto-failover between the Data Centres is only available if stated on the Order Form.

3.6 **DSL Services**

3.6.1 BT will provide DSL services accordance with the Order Form.

3.6.2 Unless otherwise agreed between the parties in writing, the Customer will adhere to the Minimum Commitment from the end of the Provisioning Period or 3 months from the start of the Provisioning Period, whichever is sooner. The Minimum Commitment shall then remain in force for the remainder of the Minimum Period of Service. If the Customer fails to adhere to the Minimum Commitment during this period, the Customer agrees to pay the full Charges for the Minimum Commitment.

3.6.3 The Customer may order additional DSL connections during the Minimum Period of Service subject to the maximum number available, which will be set out on the Order Form. Any connections required by the Customer in excess of this maximum number, or if no maximum is stated, shall be subject to separate quotation and agreement.

3.6.4 Where available at the location, BT will provide DSL on the 21CN network, otherwise it will be provided on the 20CN network. The Customer accepts that DSL connections are quoted at maximum speeds and that actual speed may vary dependent on location and line quality. New connections are subject to a 10 day stabilisation training period in which time actual speeds may vary.

**DSL BT’s Supplier Equipment**

3.6.5 Unless otherwise agreed, BT will provide BT’s Supplier Equipment to terminate the DSL connection.

3.6.6 Unless the Customer has opted for on-site installations, BT’s Supplier Equipment will be couriered to Site(s) in accordance with the Customer’s instructions on a next working day service. It is the Customer’s responsibility to ensure that the BT’s Supplier Equipment is connected by a competent person. BT’s Supplier’s Service Desk is available at the times stated in Clause 3.11.12 to assist the Customer in the connecting and testing of the Service, if required.
Conditions for ICT Partner Solutions
Service Schedule for Waveworks Services

DSL Provisioning

3.6.7 The Customer may request new DSL connections during the Contract provided that the total DSL connections at any one time does not exceed the total quantity stated on the Order Form.

3.6.8 The Customer will use BT’s Supplier’s Provisioning Request Form when requesting new DSL connections. All Provisioning Request Forms must be sent to BT’s Supplier’s Customer Services.

3.6.9 The Minimum Period of Service for any additional DSL Services ordered subsequent to the initial deployment will expire upon completion of the Minimum Period of Service.

3.6.10 New connections or Site moves will be subject to additional charges.

DSL Cessations

3.6.11 Subject to the payment of any applicable termination charges the Customer may terminate individual DSL connections during the Minimum Period of Service.

3.6.12 Subject to payment of the applicable termination charges set out in Clause 5, the Customer may terminate any DSL connection by submitting notice through a Cease Request Form to BT’s Supplier’s Customer Services as follows:

(a) Eircom and KCOM or LLU and Annex-M DSL connections may be ceased by giving 1 month’s prior written notice after completion of the first 12 months of the Minimum Period of Service; and

(b) all other DSL connections may be ceased by giving 1 month’s prior written notice after completion of the first 3 months of the Minimum Period of Service.

3.7 3G and Bonded DSL/3G Services

3.7.1 BT will provide 3G and/or Bonded DSL/3G Services in accordance with the Order Form.

3.7.2 Where applicable, BT will provide Bonded DSL on the 21CN network unless unavailable at the Site, in which case it shall be provided on the 20CN network. The Customer accepts that DSL connections are quoted at maximum speeds and that actual speed may vary dependent on location and line quality. New connections are subject to a 10 day stabilisation training period in which time actual speeds may vary.

3.7.3 3G data SIMs are provided based on pre-checks for mobile network service provider availability using the Ofcom website, but no guarantee of actual service availability and levels can be given. Neither BT nor BT’s Supplier provide the mobile network service.

3.7.4 3G data SIMs will be provided with a specified maximum usage allowance per month. Usage in excess of the specified allowance, where available, will be charged at the rate in force at that time. Where no such burst facility is available the Service may be restricted once the maximum usage allowance has been reached.

3.7.5 The Customer agrees not to change or use the data SIMs for any other purpose than intended under this Contract.

3.7.6 Where external antenna(s) are provided for 3G services it shall be the Customer’s responsibility to mount the antenna(s) in a suitable position and to obtain all necessary licences and permissions to do so.

3.7.7 It is the Customer’s responsibility to provide PSTN lines for all bonded DSL Services. BT will confirm with the Customer the number of PSTNs and power sockets required for each Service.

3.8 PSTN Services
3.8.1 Where BT provides PSTNs as part of the Contract, the PSTNs shall be in the name of BT’s Supplier.

3.8.2 All PSTNs provided by BT under the Contract will be provided as data only lines and the Customer must ensure that the PSTNs are not used for any other purpose. BT reserves the right to withdraw the Service due to misuse and charge the Customer for any unauthorised voice calls.

3.8.3 If the Customer requests BT to provide the PSTNs on behalf of the Customer and BT has agreed the PSTNs shall be in the name of the Customer, the Customer will need to provide an authorisation form to BT to enable them to order/cease PSTNs on behalf of the Customer.

3.9 Email Filtering

3.9.1 The Email Filtering Service provides domain based filtering for “spam”, viruses, and malware via a cloud based system. The Customer is responsible for pointing the MX records of their domain(s) to the email filtering Service, or providing BT’s Supplier with full DNS management capability to undertake this, if necessary. The Service is charged on a per email account basis (excluding alias email addresses).

3.9.2 BT’s Supplier is responsible for administering the filtering settings as standard, although the Customer can request their own administration account for the online portal, if required. Administrators have the capability to control who is allowed or denied to send email to the Customer’s domain(s), view the live inbound mail logs and release any emails that have been quarantined as potentially harmful or “spam”. Once the email has been filtered it is passed on to the Customer’s nominated email server(s). If this server is not available emails will be queued for a period of time after which the sender will receive a notification to advise it has not been possible to deliver the email. It is the responsibility of the Customer to ensure availability of their receiving email server(s) at all times to avoid this issue.

3.10 Web Filtering Services

3.10.1 The Web Content Filtering Service is provided from the core of the network on a managed platform. By default, all remote site connections on the IP VPN will have their HTTP traffic forwarded transparently through the web content filtering Service. This can also be achieved by setting the end user proxy settings in their browser, if preferred. The Web Content Filtering Service captures the end user IP address, either their PC or router depending on the network setup, and filters according to the criteria defined. The Web Content Filtering Service can be integrated to a Customer’s active directory schema to allow the capture of individual user names although this requires a locally hosted directory or Ethernet connection to the Customer’s active directory domain. Licensing is based on a per computer license that requests access through the web content filtering Service over a period of 7 days.

3.10.2 The Web Content Filtering Service scans all website requests against categorised block lists, dynamic content scoring and a virus/malware database. If a match is found or website deemed unsuitable users are presented with a block page. The Web Content Filtering Service is managed by BT’s Supplier and all requests to open/restrict access to websites or provide usage reports must be submitted to BT’s Supplier Service Desk. These will be actioned within 48 hours as per a standard change request.

3.11 General Service Provisions

The following provisions apply to all of the above Services as necessary.

On-site Installations/Visits

3.11.1 Where BT is providing on-Site installations as shown on the Order Form, the Customer will ensure that the installation engineer is given safe access to the Site and suitable power outlet(s) are available prior to the installation.

3.11.2 The Customer must inform BT in writing if there are special conditions associated with any Site that will be visited by BT’s installation engineer(s).
3.11.3 If BT's installation engineer(s) cannot complete the installation for reasons due to reasons not attributed to BT, the engineer(s) will revisit the Site at a later date agreed with the Customer and the Customer agrees to pay an additional charge at the standard rate at that time.

3.11.4 All additional on-Site visits other than those included on the Order Form will be charged at the standard rate at that time.

**IP Stream Novation**

3.11.5 If provision of Service under the Contract is dependent upon the novation of an existing BT provided IP Stream service from the Customer to BT’s Supplier, it shall be in accordance with a separate Novation Agreement to be agreed between the Customer, BT’s Supplier, and BT.

3.11.7 The Customer will be liable for the payment of all charges arising in connection with their existing BT IP Stream service until the effective date of the novation. From the effective date of the novation, the Customer will be liable for all outstanding ‘one-off’ charges and one month’s rental of the IP Stream Central(s). The Customer accepts and agrees to pay these charges. Actual charges will be advised to the Customer after completion of the novation.

3.11.8 BT’s Supplier will liaise with BT and the Customer to provide an indicative date for the transfer of Service(s) (“the Indicative Novation Date”). However, whilst the parties will use reasonable endeavours and proceed in good faith to not unnecessarily delay the novation, any dates provided are indications for planning purposes only and are not guaranteed. In addition BT’s Supplier shall, whenever reasonably possible keep the Customer updated with any changes to the Indicative Novation Date.

3.11.9 Prior to the signing of the Novation Agreement, the Customer will provide BT, with a full Site list including contact details for all the remote site connections to be novated.

**RADIUS Servers**

3.11.10 All RADIUS accounts will be transferred to BT’s Supplier’s RADIUS servers and thereafter managed by BT’s Supplier. It is the Customer’s responsibility to ensure that the RADIUS data is correct and up-to-date prior to the transfer.

**Customer Equipment**

3.11.11 Where it is agreed that Customer Equipment is to be used, it is the Customer’s responsibility to:-

(a) ensure that all Customer Equipment provided is of suitable quality and condition;

(b) promptly replace faulty Customer Equipment at the Customer’s cost and expense; and

(c) ensure that any Customer Equipment located in a Data Centre is fully insured. From time to time, BT may require the Customer to provide it with a Certificate of Insurance to demonstrate its compliance with this obligation.

3.11.12 BT’s Supplier’s Service Desk will be available during Primacare hours (as described in Clause 3.11.21 below) to assist the remote Sites in the testing of ADSL connections to aid the Customer in establishing Customer Equipment faults.

3.11.13 The Customer acknowledges that the monitoring of CPE availability and bandwidth usage is subject to the Customer ensuring that SNMP is supported and enabled on the CPE.

**BT Supplier Equipment**

3.11.14 The Customer must return the BT’s Supplier Equipment provided as part of the Service on termination of the Service or at the end of the Minimum Period of Service (whichever shall first occur). Failure to return the BT’s Supplier Equipment in good working order within 7 days following the termination of the Service or end of the Minimum Period of Service, as the case may be, will incur charges as outlined on the Order Form.
3.11.15 If the Customer returns BT’s Supplier Equipment after 7 days following termination of the Service or the end of the Minimum Period of Service, the Customer shall be charged pro-rata rates for the Service to the date that the BT’s Supplier Equipment is received by BT’s Supplier.

3.11.16 Unless otherwise agreed in writing, the Customer will not have administrative access to the BT’s Supplier Equipment. The Customer is responsible for the BT’s Supplier Equipment and must not move, add to, modify or in any way attempt to access, reset or interfere with the BT’s Supplier Equipment, nor allow anyone else (other than someone authorised by BT) to do so. The Customer will be liable to BT for any loss of or damage to the BT’s Supplier Equipment, except where the loss or damage is due to fair wear and tear or is caused by BT or anyone acting on BT’s behalf.

3.11.17 The Customer will ensure that the BT’s Supplier Equipment is located in a clean, secure, stable environment with suitable power availability and, if so advised, located next to a PSTN line.

3.11.18 Risk in all BT’s Supplier Equipment will pass to the Customer on delivery to the Site, unless otherwise agreed. Title in all BT’s Supplier Equipment shall remain with BT’s Supplier unless specifically stated otherwise on the BT Order Form.

3.11.19 BT’s Supplier Equipment must not be swopped between Sites, unless first agreed in writing with BT.

Service Management and Support Services

3.11.20 Network Monitoring

All connections will be polled every 5 minutes on a 24/7 basis and alert notifications will be triggered in the event of a device becoming unavailable after 3 failed polls. The Customer acknowledges that the availability of monitoring and bandwidth usage statistics are subject to BT’s Supplier Equipment or Customer Equipment (as the case may be), being on at all times; and; that powering down BT’s Supplier Equipment or Customer Equipment will affect both the monitoring and bandwidth usage statistics. If this equipment is being powered down and up on a regular basis BT reserves the right to either monitor BT’s Supplier Equipment or Customer Equipment, as the case may be, within a specific time range that covers a period where all such equipment is usually on or, if impracticable, to disable the monitoring.

3.11.21 BT’s Supplier Service Desk (SPOC) Hours of Support and Contact Number

BT’s Supplier’s Service Desk Primecare hours are:-

Monday to Friday: 8am to 6pm
Saturday: 9am to 5pm
Sunday (Inc Bank/Public holidays): 9am to 4pm

The Customer will have the ability to log faults via an automated email/ticketing system and by telephone during BT’s Supplier Service Desk Primecare hours. An ‘out of hours’ on call engineer is available for logging P1 faults as defined in the Service Level Agreement (SLA), where applicable.

BT’s Supplier’s Service Desk telephone number will be made available in the Customer hand-over documentation.

4. Charges

4.1 All charges are subject to survey.

4.2 BT will invoice the Customer monthly in advance, unless otherwise agreed.

5. Termination Charges
In the event that Clause 19.4 of the General Terms and Conditions applies then the applicable termination charges, which will be applied by way of compensation, are set out in the table below:

**Termination Charges Summary Table**

<table>
<thead>
<tr>
<th>Where part or all of the Service is terminated:</th>
</tr>
</thead>
<tbody>
<tr>
<td>➢ <strong>For all Services with the exception of DSL Services</strong></td>
</tr>
<tr>
<td>• 100% of the remaining charges to the end of the Minimum Period of Service.</td>
</tr>
<tr>
<td>➢ <strong>DSL Services Only</strong></td>
</tr>
<tr>
<td>The applicable termination charges are dependent upon whether the Service being terminated is included within the Minimum Commitment.</td>
</tr>
<tr>
<td>Where the Service being terminated is part of the Minimum Commitment the termination charges are:</td>
</tr>
<tr>
<td>• 100% of the remaining Charges for the applicable year of the Minimum Period of Service that the termination occurs in;</td>
</tr>
<tr>
<td><strong>plus</strong></td>
</tr>
<tr>
<td>• 40% of the remaining Charges for any subsequent year(s) of the Minimum Period of Service.</td>
</tr>
<tr>
<td>Where the Service being terminated is not part of the Minimum Commitment the termination charges are:</td>
</tr>
<tr>
<td>• £50.00 per DSL connection terminated; and</td>
</tr>
<tr>
<td>• In the case of Eircom, KCom, LLU, Annex M and SDSL connections, all of the remaining charges for the first 12 months of the Minimum Period of Service.</td>
</tr>
</tbody>
</table>

### 6. Minimum Period of Service

Each Service or part of the Service will have a Minimum Period of Service calculated from the Operational Service Date. The Minimum Period of Service will be 12 months unless otherwise stated on the Order Form.

The Service, or part of the Service, will cease on expiry of the Minimum Period of Service, unless a Renewal Order has been accepted by BT prior to 3 months before the end of the Minimum Period of Service. The Customer accepts that if a Renewal Order has not been agreed within the prescribed time period any extension of the Service can only be considered on a 12 month Minimum Period of Service, subject to availability.

The provisions of Clause 4 of the General Terms and Conditions will not apply to the Service(s).

### 7. Change Request, Service Level, Acceptable and Fair Usage Policies

#### 7.1 Change Request Procedure

7.1.1 The change request procedure relates to any element of the Service described in this Service Schedule where a change to configuration or setup is required.

7.1.2 Change requests must be requested by pre-appointed authorised personnel as notified in advance in writing by the Customer to BT and BT’s Supplier.

7.1.3 Change requests will be technically reviewed by BT and implemented within the standard change request lead time as shown in the Service Level Agreement, where applicable. All change requests must be submitted to BT’s Supplier’s Service Desk either via fax or email on the Change Request Form.
7.1.4 If BT deems the change request to be out of scope of the agreed Services, the Customer shall be notified as such and advised of any additional charges to implement the change. In this instance the Customer must accept the charges prior to any work commencing.

7.2 Service Levels

7.2.1 Service levels are as set out in the Service Level Agreement, where applicable.

7.2.2 Payment by BT of any Service credits in accordance with the Service Level Agreement is in full and final settlement of BT’s failure to meet the service levels.

7.3 Acceptable Use and Fair Usage Policies

7.3.1 The Customer must comply fully, and ensure full compliance by any Users of the Service, at all times with;

(a) BT’s Acceptable Use Policy as detailed at http://www2.bt.com/static/i/btretail/panretail/acceptableuse/; and

(b) BT’s Supplier’s Fair Use Policy as detailed at http://www.waveworks.co.uk/fairusage.html