1 Definitions and Abbreviations

The following definitions and abbreviations shall apply, in addition to those set out in the specific Clauses of this Service Annex, the General Terms and Conditions and the General Service Schedule:

- "Access Line" means Circuit connecting a Site and the BT Network.
- "Access -Standard" means one Access Line to be provided from the BT Point of Presence (PoP) to the Customer Site
- "Access -Standard Protected" means an Access Line has a secondary path where the traffic will be automatically switched to if the primary path fails by the access line supplier's equipment.
- "Access Diverse" means two (2) Access Lines that may be of varying bandwidths to be delivered to the same POP.
- "Access Diverse+" means two (2) Access Lines that may be of varying bandwidths to be delivered to different POPs (where different POPs are available).
- "Access Terminating Device" or "ATD" means BT's access supplier's device for terminating the access line.
- "BT MPLS" means BT's Multiprotocol Label Switching network provided under BT product label "BT IP Connect Global".
- "BT Network Terminating Equipment" or "BT NTE" means a BT device where the Service is terminated at a Site.
- "Ethernet Bandwidth" means the bandwidth of the EVC at Layer 1 as defined by the Open System Interconnection (OSI) Networking Model.
- "Ethernet Virtual Connection" or "EVC" means a data transmission path across the BT Network connecting selected Customer Sites.
- "In-Contract" means traffic which is within the contracted bandwidth for a specific Class of Service and will be carried. The In-Contract bandwidth cannot exceed the EVC bandwidth.
- "Out-of-Contract" means traffic which exceeds the contracted bandwidth for that Class of Service and will be dropped if the BT Network is congested. Such traffic is not supported by the Service Levels set out in this Service Annex and/or the General Service Schedule.
- "Standard Cable(s)" means the standard connecting cables provided with BT NTE which connect the BT NTE to the ATD.
- "Virtual Private Network" or "VPN" means a network constructed within the Internet or on a service provider's shared network platform including systems that use encryption and other security mechanisms to ensure confidentiality, privacy, integrity and authentication of the Customer's data.

2 Service Description

2.1 Introduction

BT Ethernet Connect ("**the Service**") is a private, global Ethernet based VPN service based on Ethernet industry standards allowing the Customer to establish dedicated or any-to-any communication between Customer Sites and to prioritise the associated data traffic. The Service enables the Customer to interconnect its Sites to form an Ethernet VPN over Access Lines, which connect the Sites to the BT Network. The Service has the following components; Access Line, Ethernet Virtual Connection, Class of Service and Service Interface. As part of the Service, BT will install BT NTE(s) at the Customer Sites to be exclusively used by BT to deliver the Service. No other equipment will be provided by BT. Ethernet Connect is offered in two options, E-Line and E-LAN, as described in Clause 2.2.3 below, or as a combination of the two options. The Customer's selection will be shown on the Order.

2.2 Service Components

2.2.1 **Access**

BT will connect the Customer Sites to the BT Network using one of the following Ethernet Access options as set out in the applicable Order. Not all Ethernet Access options are available in each country.

- (a) Standard;
- (b) Standard Protected
- (c) Diverse; or
- (d) Diverse+.

BT will provide you with access speed of either 10Mbps, 100Mbps, 1Gbps, 10Gps or a sub-rate speed if available, as set out in the applicable Order. Not all speeds are available in all locations.

2.2.2 Service Interface

The Service Interface is the point where the Access Line is connected to the BT Network (the "Service Interface"). The Service Interface is provided at speeds of 10Mbps, 100Mbps, 1Gbps and 10Gbps The Access Line speed used may not exceed the Service Interface speed. The Customer may order only one of the following two types of Service Interface configurations at each Site.

BT Ethernet Connect Global Service Annex to the General Service Schedule BT Contract Reference: Customer Contract Reference (optional):

- (a) "VLAN Based" in which multiple EVCs can route over the Service Interface. The EVCs are separated logically by VLAN tags in accordance with IEEE 802.1q, as specified in the IEEE 802.1q definition. The Customer Equipment must be capable of supporting this feature. The Customer can choose the VLAN identities (VLAN IDs) for each EVC or can request that these be allocated by BT. The total of the EVC bandwidth at a Site cannot exceed the Service Interface speed at that Site.
- (b) "Port Based" in which only a single EVC can route over the Service Interface. This configuration does not require the Customer Equipment to provide VLAN tags.

2.2.3 Ethernet Virtual Connection

The following Service configuration options are available:-

- (a) "E-Line": This allows the Service to be used to provide as Ethernet Private Line (EPL single point to point connection) or an Ethernet Virtual Private Line (EVPL - hub and spoke arrangement) between Customer Sites.
- (b) "**E-LAN**": This allows the Service to be used to provide any-to any connectivity between Customer sites. EVCs connecting to an E-LAN must all be VLAN-Based or Port-Based only; there cannot be any mixing of VLAN-Based and Port based configurations.

The EVC bandwidth does not assume a frame-size and therefore the Customer must be aware of the impact of Maximum Transmission Unit ("MTU") frame-size upon throughput over a physical interface.

Note: Customers must take into consideration when ordering EVC Ethernet Bandwidth, the protocol overheads of the Layer 2 Ethernet Frame (preamble, inter-frame gap etc.) on customer data throughput. The Layer 2 Ethernet Frame protocol overheads reduce the amount of usable bandwidth that is available for Layer 2 Customer data. The Customer data throughput will depend on the configuration of the Service (frame size) and the how the Customer data is being offered (shaping).

The frame size of the Maximum Transmission Unit ("MTU") depends on the selected configuration, the network domain(s) of the Service and access supplier limitations. The actual data throughput depends on the MTU and the customer's own services attached to the underlying Ethernet Protocol.

2.2.4 Class of Service (Class or CoS)

Class of Service (CoS) is a means of providing differentiated service across a network which allows the Customer to prioritise its traffic across the Service. CoS is available on E-Line and E-LAN Services. Five (5) types of CoS are available:

- (a) **High Class.** This CoS is for time-critical data traffic. The Customer must specify the amount of High Class traffic ("**Contract Rate**") required. There is no bursting capability for High Class traffic and any traffic above the Contract Rate will be dropped.
- (b) **Medium Class (In-Contract).** This CoS is used for business critical data traffic. The Customer must specify the amount of Medium Class traffic ("**In-Contract**") bandwidth within an EVC. All this "**In-Contract**" bandwidth traffic will be carried.
- (c) **Medium Class (Out-of-Contract).** This CoS is used for business critical data traffic. Traffic which has burst above the Medium Class In-Contract bandwidth will be marked as Out of Contract traffic. Out-of-contract traffic may be dropped if congestion occurs in the BT Network.
- (d) **Low Class (In- Contract).** This CoS is used for standard business data traffic. The Customer must specify the amount of Low Class traffic ("**In-Contract**") bandwidth within an EVC. All this In-Contract bandwidth traffic will be carried.
- (e) Low Class (Out-of-Contract). This CoS is used for standard business data traffic. Traffic which has burst above the Low Class In-Contract bandwidth will be marked as Out-of-Contract traffic. Out of contract traffic may be dropped if congestion occurs in the BT Network. The Customer must mark its traffic using the Ethernet Priority bit (P-bit) using IEEE standard 802.1p prior to sending the traffic into the BT Network. The BT Network will then put the traffic into the selected CoS. Any traffic not identified as part of a CoS will be marked Low Class (Out-of-Contract).

The Customer must specify the CoS bandwidth required at the time of Order.

The total ordered EVCs bandwidth cannot be greater than the bandwidth of either the Access line or the Service Interface (whichever is lower in bandwidth).

2.2.5 Performance Reports

Standard Performance Reports are available upon on request and are included in the Charges. Site to Site Reports are available at an additional Charge as specified on the Order.

2.2.6 Proactive Incident Management

The Service is continuously monitored in real time. BT will perform initial diagnostics and commence action on any incidents within 15 minutes of BT registering the incident.

3 Service Delivery

On the Order for any Site, the Customer may request a delivery date (the "Customer Requested Date" or "CRD"). After the Customer has signed the Order BT will provide an Indicative Delivery Date and (where applicable) BT will then conduct a Site survey. Subject to there being no issues arising from the Site survey and subject to BT receiving appropriate confirmation from its suppliers, BT will provide a Customer Commit Date ("CCD"), which is the date on which BT agrees to deliver the Service. Notwithstanding Clause 5.2 of the General Service Schedule, if the Customer causes delay in Service delivery, the Customer agrees that it shall pay (i) BT's invoice for Charges which would have become due on the last CCD agreed in writing by BT and (ii) BT's invoices for recurring Charges, which are due monthly in advance. In these circumstances the Service Levels on Service Delivery as set out in the General Service Schedule shall not apply.

The Operational Service Date occurs on successful completion of the BT acceptance tests which are compliant with internet engineering task force RFC 2544.

4 BT Service Management Boundary ("SMB")

The SMB is the physical Ethernet interface on the Customer side of the BT NTE of the associated Access Line. This includes provisioning, maintenance and management of all elements up to this SMB.

If the Service is physically extended as set out in Clause 5.5 or 5.6 below, any interruptions in Service will not be treated as a Qualifying Incident and the Service Levels shall not apply. BT will not be liable for any Service impairment caused by the physical extension except when BT takes responsibility for arranging, ordering and managing the extension.

5 The Customer's Responsibilities

- 5.1 The Customer is responsible for managing the configuration of its Customer Equipment at its Site(s).
- 5.2 If the Customer allocates its VLAN ID(s), it must provide the VLAN ID(s) at the time of placing the Order and will inform BT before any changes to the VLAN ID(s) are made at any time. Failure to do so will result in a loss of Service and the Customer agrees that the Service Levels shall not apply.
- 5.3 The Customer will provide the appropriate electrical power supplies (AC or DC supply) to support the Ethernet Access equipment, the BT NTE and any other equipment required to support the Service.
- 5.4 The Customer is responsible for the cable connecting the BT NTE to the Customer Equipment.
- 5.5 The Customer must provide adequate space at its Site to install the BT NTE and the ATD. The space for the BT NTE must be within reach of the ATD. Standard Cable lengths provided by BT are 3 metres for optical cable and 10 metres for electrical cable. If the Standard Cables are not long enough to connect the BT NTE to the ATD, the Customer is responsible for providing appropriate cabling to connect the BT NTE to the ATD. The Customer must advise BT if the distance between the BT NTE and the ATD exceeds the distance supported by the IEEE 802.3-2008 standard for the access circuit interface; in these circumstances, Customer will accept and order the access interface as specified by BT to support the Customer request.
- 5.6 Where the Service is delivered to a third party host site, the Customer is responsible for arranging the extension of the connectivity of the Access Line from the third party room to the Customer Equipment location in the Site where the BT NTE is installed.
- 5.7 Where the Service is delivered as Diverse or Diverse+, the Customer is responsible for any reconfiguration required to enable data traffic to be re-routed in the event of failure of either of the two Access Lines.

6 Charges and Payment Terms

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

| Service Component | One-time Charge | Recurring Charge | Notes |
|-------------------------------------|--------------------|------------------|--|
| Access Line | Install/De-install | Monthly Charge | Charges vary by speed and location |
| Service Interface (Port) | Not Applicable | Monthly Charge | Charges vary by speed and location |
| EVC | Install/De-install | Monthly Charge | Charges vary by bandwidth speed, location and Class of Service (if applicable) |
| Performance Reports – Standard | Not Applicable | Not Applicable | Available upon request via GS Portal |
| Site to Site Performance Reports | Install/De-install | Monthly Charge | Specify on Order; available on request per EVC basis on E-Line option only. |

6.2 If the Customer requests any of the following work, additional Charges will apply as agreed on an Order and the following provisions relating to Termination Charges apply in addition to the Termination Charges set out in the General Service Schedule.

| Requested Service Amendment | One-time Charge | Recurring Charge | Applicable Termination Charges |
|------------------------------------|-------------------------------|--|---|
| Service Interface upgrade | One-Time Charge Applicable | New Monthly Recurring Charge for each Service component changed | |
| Service Interface downgrade | One-Time Charge Applicable | New Monthly Recurring Charge for each Service component changed | Early Termination Charge is the difference in Charges between the old and new speeds for the remaining months of the old service Minimum Period of Service. |
| Increase of EVC speed | One-Time Charge Applicable | New Monthly Recurring Charge for each EVC speed change | |
| Decrease of EVC speed | One-Time Charge Applicable | New Monthly Recurring Charge for each Service component changed | Early Termination Charge is the difference in Charges between the old and new speeds for the remaining months of the old service Minimum period of Service. |
| Increase of Class of Service speed | One-Time Charge Applicable | New Monthly Recurring Charge for each COS SPEED changed | |
| Decrease of Class of Service speed | One-Time Charge Applicable | New Monthly Recurring Charge for each Service component changed | Early Termination Charge is the difference in Charges between the old and new speeds for the remaining months of the old service Minimum period of Service. |

7 Service Levels

7.1 Introduction

In addition to the Service Levels set out in the General Service Schedule, this Service also offers following network performance Service Levels applicable to In-Contract traffic sent at the subscribed rate as set out below and in any applicable network performance target; a) Round Trip Delay, b) Packet Delivery and c) Jitter.

As the Service uses the BT global MPLS backbone to transport the Customer's data, the performance values in this Clause 7 are based on the MPLS backbone target figures which are equally applicable to the Service. The MPLS network figures quoted for IP networks will be aligned and used as per the table "Class of Service alignment: IP vs. Ethernet" in this Clause 7 to the Service core targets.

Class of Service alignment: IP vs. Ethernet

| MPLS IP Class of Service | Corresponding Ethernet Connect Global Class of Service |
|---|--|
| Expedited Forwarding ("EF") class traffic | High Class traffic |
| Assured Forwarding ("AF") class traffic | Medium Class traffic |
| Default ("DE") class traffic | Low Class traffic |

Two (2) types of network performance reports are possible;

- (a) Standard network performance reports measured as set out in Clause 7.2.3, 7.2.4 and 7.2.5 below. The standard network performance Service Levels measure performance on the BT Network and does not include the Customer's access to the BT Network; OR
- (b) Site-to-Site network performance reports as set out in Clause 7.3 below.

7.2 Country Regional Tables

7.2.1 Countries with POP Installations

The table below identifies the countries in each region.

| Europe 1 | Europe 2 | North America | Asia Pacific 1 | Middle East |
|-------------|-----------|---------------|----------------|--------------|
| Austria | Bulgaria | Canada | Australia | Bahrain* |
| Belgium | Croatia* | Mexico | Hong Kong | Israel |
| Denmark | Cyprus* | USA | Japan | Kuwait* |
| Finland | Czech Rep | | Singapore | Pakistan |
| France | Estonia* | | | Qatar* |
| Germany | Greece | South America | | UA Emirates* |
| Ireland | Hungary | Argentina | | |
| Italy | Malta* | Brazil | Asia Pacific 2 | |
| Luxembourg | Poland | Chile | China | |
| Netherlands | Romania | Colombia | Indonesia | |
| Norway | Russia | Costa Rica* | Malaysia | |

| Portugal | Slovakia | Ecuador* | New Zealand | |
|-------------|----------|-------------|-------------|--------------|
| Spain | Turkey | Panama* | Philippines | |
| Sweden | Ukraine* | Peru* | South Korea | Africa |
| Switzerland | | Puerto Rico | Thailand | Egypt* |
| UK | | Venezuela | Taiwan | Kenya* |
| | | | Vietnam | Morocco* |
| | | | | South Africa |
| | | India | | |
| | | India | | |
| | | Sri Lanka | | |

^{*} Target Launch: 2016 - 2017

7.2.2 Long Line Countries Table

The table below identifies the countries in each region. The relevant POP location shown above is in "Italics"

| Europe 1 | Europe 2 | North America | Asia Pacific 1 | Middle East |
|------------------------------------|---|---------------------------|----------------|-------------|
| Afghanistan* (Belgium) | Albania (Hungary Budapest) | | | |
| Croatia (Austria Vienna) | Bosnia & Herzegovinia (Czech Prague) | | | |
| Iceland (Denmark Copenhagen) | Bulgaria (Hungary Budapest) | | | |
| Portugal (Spain Madrid) | Estonia (Poland Warsaw) | | | |
| Slovakia (Austria Vienna) | Kosovo* (Hungary) | South America | Asia Pacific 2 | |
| | Latvia (Poland Warsaw) | Dominican Republic* (TBC) | | |
| | Lithuania (Poland Warsaw) | El Salvador* (TBC) | | |
| | Montenegro* (Hungary Budapest) | Guatemala* (TBC) | | Africa |
| | Romania (Hungary Budapest) | Honduras* (TBC) | | |
| | Serbia (Czech Prague) | Nicaragua* (TBC) | | |
| | Slovenia (Czech Prague) | | | |
| | | India | | |
| | | | | |

^{*} Target Launch: 2016 - 2017

Note: If a Site is connected by an international private circuit to a POP in another country then the Site is considered to be in the POP country for the purpose of determining the network performance target. For example, a Site in Latvia connected to a POP in Warsaw (Poland) is considered to be in "**Europe 2**" for regional SLAs.

7.2.3 Round Trip Delay (all Classes)

Round Trip Delay ("**RTD**") is the time taken for a packet to get to its destination and for its acknowledgement to return. RTD is measured by sending a short sequence of time stamped test packets and recording the time delay when the acknowledgements return. The sequence of test packets is ten (10) test packets of 80 bytes for EF class 1 (High Class), ten (10) test packets of 100 bytes for AF class 2 (Medium Class) and two (2) test packets of 100 bytes for the DE class (Low Class). This is repeated nominally every minute, 24 hours a day and 365 days a year.

The Customer will be eligible for a Service Credit for RTD if the targets shown in the table below are not met and the claims process has been followed.

For the core RTD an average of the RTD values over a calendar month is reported for each class.

For valid claims only, BT will give the Customer a Service Credit of two (2) per cent of the Monthly Site Charges if BT fails to meet the average RTD target for any Class of Service in any Month. The Service Credit will double to four (4) per cent of Monthly Site Charges if the target is missed by more than 20 per cent.

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

7.2.4 Packet Delivery (all Classes)

Packet Delivery ("**PD**") gives the percentage of packets that are successfully received. The odd failure to deliver a packet is not a significant problem as Customer's application simply re-sends it, but if average PD drops below 95 per cent this may indicate a significant problem.

PD is measured by sending multiple test packets using each Class of Service supported by both end points. This is repeated each minute, 24 hours a day, 365 days a year. PD statistics will be calculated as an average of all test (10) packets sent and received over the time period. Nominally, PD is measured by sending, two (2) test packets of 100 bytes for DE class and ten (10) test packets of 80 bytes for EF and AF classes, every minute, 24

hours a day between designated BT Network provider edge ("PE") routers. Packet Delivery statistics will be calculated as an average of all test packets received compared with sent over one calendar month.

For valid claims, BT will give the Customer a Service Credit of two (2) per cent of the Monthly Site Charges if BT fails to meet the average Packet delivery target for any Class of Service in any Month.

| Core SLA Region to SLA Region | EF PD (%) (High Class) | AF PD (%) (Medium Class) | DE PD (%) (Low Class) |
|--|---------------------------|-----------------------------|--------------------------|
| Within Europe (Regions 1 & 2) | 99.90 | 99. 90 | 99.60 |
| Europe (Regions 1 and 2) to North America | 99. 90 | 99. 90 | 99.60 |
| Within North America | 99.90 | 99. 90 | 99.60 |
| Asia Pac (Reg. 1 & 2) to Europe (Reg. 1 & 2) | 99.80 | 99.80 | 99.40 |
| Asia Pac (Regions 1 & 2) to North America | 99.80 | 99.80 | 99.40 |
| Within Asia Pac (Regions 1 & 2) | 99.80 | 99.80 | 99.40 |
| Within India | 99.80 | 99.80 | 99.40 |
| India to Europe (Regions 1 & 2) | 99.80 | 99.80 | 99.40 |
| India to North America | 99.80 | 99.80 | 99.40 |
| India to Asia Pac (Regions 1 & 2) | 99.80 | 99.80 | 99.40 |
| Within Africa | 99.80 | 99.80 | 99.40 |
| Africa to Europe (Regions 1 & 2) | 99.80 | 99.80 | 99.40 |
| Africa to North America | 99.80 | 99.80 | 99.40 |
| Africa to Asia Pac (Regions 1 & 2) | 99.80 | 99.80 | 99.40 |
| Africa to India | 99.80 | 99.80 | 99.40 |
| Within South America | 99.80 | 99.80 | 99.40 |
| South America to Europe (Regions 1 & 2) | 99.80 | 99.80 | 99.40 |
| South America to North America | 99.80 | 99.80 | 99.40 |
| South America to Asia Pac (Regions 1 & 2) | 99.80 | 99.80 | 99.40 |
| South America to India | 99.80 | 99.80 | 99.40 |
| South America to Africa | 99.80 | 99.80 | 99.40 |
| Within Middle East | 99.80 | 99.80 | 99.40 |
| Middle East to Europe Region 1 | 99.80 | 99.80 | 99.40 |
| Middle East to Europe Region 2 | 99.80 | 99.80 | 99.40 |
| Middle East to North America | 99.80 | 99.80 | 99.40 |
| Middle East to South America | 99.80 | 99.80 | 99.40 |
| Middle East to Asia Pac Region 1 | 99.80 | 99.80 | 99.40 |
| Middle East to Asia Pac Region 2 | 99.80 | 99.80 | 99.40 |
| Middle East to India | 99.80 | 99.80 | 99.40 |
| Middle East to Africa | 99.80 | 99.80 | 99.40 |

7.2.5 Jitter (EF/High Class only)

Jitter means a measure of the variation in packet delay and is particularly important for the quality of 'voice over IP' and other real-time services. Jitter is measured by sending a short sequence of time-stamped test packets and recording the times of their arrival. The sequence of test packets is sent in both directions, between two (2) end points. This is repeated each minute, 24hours a day, 365 days a year.

A single-way value from averaging (will be in future the standard deviation) of the Jitter values from both directions over the time period is reported for each class. Jitter values over the requested time period are then reported for each class. Nominally, Jitter is measured by sending ten (10) test packets of 80 byte every minute, 24 hours a day between designated BT PE routers. The inter-packet gap is not defined, as the measurement system determines it, but the sequence of packets is normally sent in about a second. Jitter statistics will be calculated as an average of all test packets sent and received over one (1) calendar month.

For valid claims, BT will give the Customer a Service Credit of two (2) per cent of the Monthly Site Charges if BT fails to meet the average Jitter target in any Month. The Service Credit will double to four (4) per cent of Monthly Site Charges if the target is missed by more than 20 per cent.

| BT Network Performance Jitter SLA Core SLA Region to SLA Region | One Way EF Jitter (Milliseconds) |
|--|-------------------------------------|
| Within Europe (Regions 1&2) | 3.0 |
| Europe (Regions 1&2) to North America | 3.5 |
| Within North America | 3.0 |

| BT Network Performance Jitter SLA | One Way EF Jitter | |
|--|-------------------|--|
| Core SLA Region to SLA Region | (Milliseconds) | |
| Asia Pac (Regions 1&2) to Europe (Regions 1&2) | 5.0 | |
| Asia Pac (Regions 1&2) to North America | 4.5 | |
| Within Asia Pac (Regions 1&2) | 3.5 | |
| Within India | 2.5 | |
| India to Europe (Regions 1&2) | 4.0 | |
| India to North America | 4.5 | |
| India to Asia Pac (Regions 1&2) | 3.5 | |
| Within Africa | 3.5 | |
| Africa to Europe (Regions 1&2) | 4.0 | |
| Africa to North America | 4.5 | |
| Africa to Asia Pac (Regions 1 & 2) | 4.5 | |
| Africa to India | 4.5 | |
| Within South America | 3.5 | |
| South America to Europe (Regions 1 & 2) | 4.5 | |
| South America to North America | 4.0 | |
| South America to Asia Pac (Regions 1 & 2) | 4.5 | |
| South America to India | 4.5 | |
| South America to Africa | 4.5 | |
| Within Middle East | 3.5 | |
| Middle East to Europe Region 1 | 3.5 | |
| Middle East to Europe Region 2 | 4.0 | |
| Middle East to North America | 4.0 | |
| Middle East to South America | 4.5 | |
| Middle East to Asia Pac Region 1 | 4.5 | |
| Middle East to Asia Pac Region 2 | 4.5 | |
| Middle East to India | 4.5 | |
| Middle East to Africa | 5.0 | |

7.3 Site-to-Site Network Performance

The Site-to-Site Network Performance Service Levels measures performance between designated BT NTEs installed at the Customer's Sites. Performance is measured using BT's Customer reports platform and the Customer will Order Site-to-Site reports for each path to be measured, and pay the Charges for the reports. The Service Levels will not apply on any path in any month where utilisation exceeds the In-Contract bandwidth.

If the Customer orders Site-to-Site performance reports, then BT may agree to set specific Site-to-Site targets, for RTD and Jitter, which will be dependent on the Customer's network configuration. For the avoidance of doubt, if BT agrees to set Site-to-Site targets for the Customer, the standard network performance targets set out in Clauses 7.2.3, 7.2.4 and 7.2.5 above will not apply but will be replaced by specific targets for the Customer's network as agreed in the Order(s).

7.4 Exclusions

In addition to any Service Level exclusions as set out in the General Service Schedule, BT will suspend measurement of network performance if there is a qualifying fault affecting Availability as further defined in the General Service Schedule.

8 DATA PROCESSING

In relation to the data processing provisions as set out in the Agreement, the nature of the Service - transport of data from one Customer Site to another Customer Site via Ethernet links over the BT Network - doesn't include any Processing of Customer Personal Data as the Service uses network level data but nothing from an end user is captured or utilised. BT will have no access to the content the Customer sends over the network via this Service. No Personal Data is utilised by BT beyond that needed for provisioning, assurance and billing purposes. BT is the Controller for this Personal Data.