1 Definitions and Abbreviations

The following definitions apply, in addition to those in the General Terms and Conditions and the General Services Schedule.

"**3G**" means Universal Mobile Telecommunications System (UMTS) and is a network used for both voice and data services.

"**Antenna**" means an ancillary device that will be located at the Customer Site, which will receive and transmit the satellite signal.

"**Assured Forwarding**" or "(**AF**)" has the meaning given in Clause 2.3.

"**Authorised Users**" means the person(s) nominated by the Customer – as specified in the Order –authorised to place online orders via the portal for Bandwidth on Demand changes.

"**Blocked Countries**" means China, India, Russia and Columbia, however this list is subject to changes in laws and regulations. For the avoidance of doubt, countries may be added or removed from this list.

"**Block Up Converter**" or "**BUC**" means the uplink transmission of satellite signals. BUC converts a band of frequencies from a lower frequency to a higher frequency.

"**BT City Fibre Network**" or "**BT CFN**" means the BT owned fibre infrastructure that can be used as the underlying infrastructure to deliver Ethernet access.

"**BT Provided Equipment**" means equipment sold to the Customer (including Software licensed to the Customer) under this Agreement.

"**CPA**" means Customer Provided Access and has the meaning given in Clause 2.1.5.

"**Class of Service**" has the meaning given in Clause 2.3.

"**Cloud Firewall**" has the meaning given in Clause 2.4.8

"**CPE**" means Customer Premises Equipment which is: any equipment (including Software embedded in or run on such equipment), whether BT Owned Equipment, BT Provided Equipment, or equipment owned by the Customer, which is provided, maintained or managed by BT as part of the Service and which is located at a Site, access to which can be granted by the Customer to BT.

"**Contention Ratio**" means the number of users sharing one unit of data capacity.

"**Customer Network**" means the Customer's private telecommunications network comprising any Wide Area Network (WAN), Local Area Network (LAN), managed security services and/or voice services, as appropriate and as configured so that traffic can be delivered over the network.

"**Customer Security Policy**" or "**CSP**" means the rules that are set and owned by the Customer, that dictate the operation of the Service.

"**Earth Station**" means a ground-based receiving or transmitting station in a satellite communications system.

"**Expedited Forwarding**" or "(**EF**)" has the meaning given in Clause 2.3.

"**Fast Turn-up Service**" has the meaning given in Clause 2.1.8.

"**Fast Turn-up Service Minimum Period**" means the minimum duration for (a) each SIM Card connected to the Fast Turn-up Service, beginning on the Operational Service Date, and lasting for three months or such other period as set out in the Order; and (b) the VPN enablement, beginning on the Operational Service Date, and lasting for 12 months or such other period as set out in the Order.

"**Fragmentation**" means the process whereby large data packets are broken down into small data packets, so that voice packets can be served sooner than if they had to wait for large data packet to be processed.

"**Gateway Device**" has the meaning given in Clause 2.1.8(a).

"**GPRS**" means general packet radio service for the transmission of data.

"**GPRS Gateway**" means a single point of access to the Network from another network using a SIM Card.

"**Indicative Delivery Date**" means an estimated delivery date provided to the Customer by BT after the Customer has signed the Order. If the Customer has submitted an Order using the IP Connect Self Service Portal to order DSL and or EFM Services to a Site, this date will be made available via the Order tracker tool that has been made available by BT to the Customer.

"**Interfacility Link**" or "**IFL**" means a cable system that is used to connect an outdoor unit and indoor unit.

"**Internet Breakout**" or "**IBO**" has the meaning given in Clause 2.1.6(a).

"**Internet Gateway**" means a network point allowing access to the Internet.

"**IP Connect Self Service Portal**" means the online portal provided by BT which the Customer can use to order certain limited Services. The Customer acknowledges and accepts that any Orders placed via the IP Connect Self Service Portal will have the same legal force as a normal written Order.

"**Order Tracker**" means the online tool provided by BT which the Customer can use to obtain updates on the delivery of services ordered via the IP Connect Self Service Portal.

"**ISP**" means Internet Service provider.

"**Managed Router(s)**" shall have the meaning given in Clause 2.5(a).

"**MPLS**" means Multi Protocol Label Switching.

"**Multicast**" means a type of technology that allows a message to be delivered to a group of destination computers simultaneously in a single transmission from the source.

"**Open System Interconnection**" or "**OSI**" means the process of communication between two endpoints in a telecommunication network. OSI can be divided into seven distinct groups of related functions, or layers. Layer 2 is the Data Link layer where the data packets are encoded and decoded.

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

"**Rendezvous Point**" or "**RP**" means a point in the network where Multicast receiver sites can register their interest to receive Multicast traffic.

"**Return Merchandise Authorisation**" or "**RMA**" means a simple returns policy form where the Customer captures the Fast Turn-up Service Site inventory information and reason for returning device for exchange or repair.

"**Riverbed**" means Riverbed Technology, Inc., 199 Fremont Street, San Francisco, California, 94105, United States of America; the Supplier of the software and licenses to be used with the Cloud Connect Acceleration feature as further described in this Annex.

"**Roaming**" means use of the Fast Turn-up Service where access is provided via an alternative wireless data service and where BT has an agreement with the alternative wireless data service provider for such access.

"**Satellite Modem**" means a modem used to establish data transfers using a communications satellite as a relay.

"**SIM**" means 'Subscriber Identity Module' which is used to enabled the Device for access to the Fast Turn-up Service.

"**SIM Card**" means the Subscriber Identity Module Card provided by BT as part of the Fast Turn-up Service.

"**Security Policy Document**" means the document that captures the security rules that are set and owned by the Customer and that dictate the operation of the Cloud Firewall feature.

"**SMS**" means Short Messaging Service.

"**Solar Outage**" means an interruption in or distortion of stationary satellite signals caused by interference from solar radiation. The effect is due to the sun's radiation overwhelming the satellite signal.

"**Split Tunnelling**" means an add-on feature to HVPN that allows the Customer to use their MPLS physical access for web browsing while simultaneously sending their VPN traffic via the normal IPSec Tunnel.

"**Unmanaged BT Router(s)**" shall have the meaning given in Clause 2.5(b).

"**Unmanaged Customer Router(s)**" shall have the meaning given in Clause 2.5(c).

"**UPS**" means uninterrupted power system.

"**Usage Charges**" means the Charges for the Service or applicable part of the Service that are calculated by multiplying the volume of units used or incurred by the Customer in a period (e.g. number of Customer agents using the Service, or the number of minutes the Service was used for) with the relevant fee that is specified in the Order.

"**User Security Details**" means IDs, user names, personal identification numbers and passwords.

"**Virtual LAN**" or "**VLAN**" means a broadcast domain that is partitioned and isolated in a computer network at the data link layer (OSI).

2 Service Description

BT IP Connect Global Service, (the "**Service**") is a private, global, IP-based VPN service based on Multi Protocol Label Switching industry standards that provides the Customer with any-to-any connectivity and differentiated performance levels, prioritisation of delay and non-delay sensitive traffic as well as voice and multi-media applications, all on a single network. The Service allows the creation of a private, secure VPN(s) for the Customer so that any Site within the Customer IP VPN can directly communicate with any other Site within the same Customer IP VPN.

The Service consists of Access Lines, Port(s) and Class of Service ("**CoS**") and the Customer may select Managed Routers at each Site as set out in the Order. Managed Routers are mandatory for some options as set out in this Service Annex.

2.1 Access

2.1.1 BT will arrange to connect the Site(s) to a Point of Presence ("**PoP**") on the BT Network using the type of Access Line chosen by the Customer and set out in the Order. The Access Line option(s) available at a Site may vary according to the location of the Site and not all are suitable for all Customer applications.

The following types of access to the BT Network are available;
- Leased Line.
- Digital Subscriber Line ("**DSL**").
- Ethernet.
- Hybrid VPN ("**HVPN**").
- Reach In NNI.
- Fast Turn-up Service
- VSAT Access

The applicable access type shall be defined on the Order. For some countries (e.g. France) the Customer has an option to order DSL and Ethernet (EFM) Access via the IP Connect Self Service Portal.

2.1.2   **Leased Line Access**

Leased Line Access is a dedicated circuit from a Site to the nearest BT Network point of presence (POP), and is capable of carrying all CoS.

2.1.3   **DSL**

Below are the following DSL options. The applicable option type shall be defined by the Customer on the Order:

- Business DSL Premium with a contention ratio of the DSL Access Line speed to the expected throughput ("**contention**") of between 1:1 and 1:8 depending on location and supplier. It is suitable for all CoS.
- Business DSL Plus with contention between 4:1 and 10:1, suitable for AF and DE Classes.
- Business DSL Standard with contention greater than 10:1, suitable for DE Class. (BT Managed Routers are mandatory).
- Basic DSL with contention greater than 10:1, suitable for DE Class. (BT Managed Routers are mandatory). The Delivery Service Level as set out in the General Service Schedule will not apply for Basic DSL access. Any targets provided by BT relating to Service Delivery are therefore for information purposes only.

The Port speed will be set to the DSL speed, and traffic may burst to the access speed if bandwidth is available. Typical throughput will be limited by the contention ratio.

Note: In some locations, DSL is supplied using 'Rate Adaptive' broadband technology, which does not run at fixed speeds and is determined by the fastest speed that the Customer's analogue direct exchange line can support. BT will have no liability to the Customer for failing to reach specific speeds.

Following the OSD, a period of up to ten (10) Business Days, dynamic line management will take place to stabilise the line at the most appropriate speed. During this time short outages may occur which are excluded from Availability calculations.

If the Customer provides DSL Access, the Customer is responsible for the functionality, maintenance and all charges related to this access. BT will not provide DSL services if the Customer provided access is connected to a PBX or related equipment.

If BT provides the DSL local loop access, BT will deliver the DSL up to a defined demarcation point. Telephony services on the DSL will be disabled and the line may only be used with the Service.

DSL Orders are subject to survey being a check to determine if BT's supplier can deliver the DSL. If the initial enquiry shows that the Service is available, but later it is found that it cannot be delivered, BT will inform the Customer of alternative access options and charges. The Customer may order an alternative access or cancel the Order for that Site.

In addition to the provisions set out above in this Clause 2.1.3, the following provisions apply to Basic DSL:

(a)   Basic DSL is connected to the BT Network via HVPN or DSL gateways;

(b)   As Basic DSL bundles are fixed, the Customer accepts there is no option to change the speeds, Class of Service values, bundled Routers or the products of the local third party supplier;

(c)   Managed Routers are mandatory for all Basic DSL Sites. BT or the third party Access Line /CPE supplier can manage the Routers: and

(d)   BT will only provide BT Network reports for Basic DSL Sites. BT will not provide Site to Site or Router performance reporting as set out in Clause 3.11 of this Service Annex.

2.1.4   **Ethernet**

Premium Ethernet Access; a dedicated Ethernet access circuit connecting a Site to the BT Network is available in some locations The following options are available, the Customer must state on the Order which option is required;

- Premium Ethernet with a contention ratio of the Ethernet line speed to the expected throughput ("**contention**") of 1:1. It is suitable for all CoS. The following limitations apply:

  (i)   framing overheads will reduce IP throughput by up to 9% of the "**headline**" access speed; and

  (ii)   the maximum EF traffic is 50% of Port speed.

- Ethernet Plus with contention <10:1 suitable for AF and DE Classes.
- Standard Ethernet = with 10:1 – 50:1 contention, suitable for DE Class.

2.1.5   **Hybrid VPN (HVPN) (Managed Routers are mandatory)**

HVPN Access allows the Customer to use a high speed broadband connection to the public internet to access the Service. An IPsec tunnel is created from a Managed Router at a Site to a secure network gateway to the BT Network. The Customer can access its VPN at the HVPN Port speed ordered.

The Customer may either provide its own broadband "**Customer Provided Access**" (CPA), or BT may provide the broadband, "**BT Provided Access**". For CPA, the Customer must provide an ISP-supplied modem at its own expense. Both the upstream and downstream broadband speed must be greater than, or equal to, the HVPN Port speed.

For new Orders at a Site, one Managed Router will be required. If the Customer replaces an existing access method with HVPN, the Customer acknowledges that it may be necessary either to replace an existing Managed Router, or to add an additional Managed Router, for which the Customer agrees to pay and to pay for any installation and de-installation Charges.

2.1.6 **Split Tunnelling.**

Split Tunnelling is an add-on feature to HVPN that allows the Customer to use their BT MPLS physical access for web browsing while simultaneously sending their VPN traffic via the normal IPSec path. Both types of traffic are sent via the same HVPN internet access.

The Split Tunnelling feature includes two related capabilities:

(a) IBO – IBO will provide a way for the Customer to give restricted access to the Internet from the VPN Site via the HVPN CPE. The Internet traffic is presented on the Customer LAN Port, and the CPE will route the Internet traffic onto the HVPN access without encryption so that the Internet traffic does not traverse the IPSec Tunnel; and

(b) iLAN – iLAN provides an additional Port with unrestricted Internet access. The iLAN is typically used for a guest LAN or Wi-Fi access to the Internet. There is no access to the VPN from the iLAN Port. iLAN allows the Customer to provide Internet access without the cost of additional hardware.

Both features provide security against intrusion from the Internet via a zone-based firewall.

2.1.7 **BT Reach-In Network to Network Interface ("NNI")**

BT Reach-In NNI is a private, in-country IP-based VPN service delivered over a third party network that extends the reach of the Customer's IP Connect Global Network.

The BT Network is interconnected with BT's suppliers' networks in certain countries. The Customer may access its IP Connect Global Network via BT's supplier's IP VPN service via these interconnects.

Reach-In NNI consists of access, CoS, Port(s) and either Unmanaged BT Routers or Unmanaged Customer Routers or Managed Router(s) at each Site. The Customer can order different configurations to provide the required level of resilience at the Site.

The Access Line from the Site to a Port on a node in the supplier's network must be Leased Line, Premium Ethernet or Business DSL Premium (contended DSL service is not supported) or Basic DSL.

Managed Routers, Unmanaged BT Routers and Unmanaged Customer Routers connected to the supplier's network must conform to the CoS markings and classes available on the supplier's network. Managed Routers will perform CoS mapping and re-mark traffic from BT's standard 6 CoS (on the LAN side of the Managed Router) to the supplier-specific classes of service. The Customer's data will not be re-marked as it transits the supplier's network.

2.1.8 **Fast Turn-up Service**

The Fast Turn-up Service enables the Customer to connect its Site(s) to the BT Network through the rapid deployment of a Gateway Device with access from the Customer's Site. This rapid deployment and configuration means it is useful for providing temporary connectivity to a Site. BT's obligations and the Service exclusions for the Fast Turn-up Service are detailed in Clause 8.

The Fast Turn-up Service consists of the following service standard components in the configuration, as set out in the Order:

(a) **Mobile service managed Gateway Device**

Gateway Devices are sold to the Customer in accordance with the provisions of Clause 8.5 of this Service Annex. Hardware and associated software located at the Customer's Site that provides 10/100Mb Ethernet presentation to the Customer's remote LAN and transmits and receives mobile data signals via GPRS, 3G or other data transmission standards using a mobile network ("**Gateway Device**").

(b) **SIM Card**

BT will allocate a number to the SIMs for use in the Gateway Device. The numbers belong to BT and may only be transferred to another ISP with BT's consent and in accordance with prevailing industry rules and processes.

(c) **Backhaul network**

A VPN connection over the BT Network which enables the Customer data traffic to transit from the mobile network to the Customer's existing Service.

(d) **Service reconfiguration**

The Customer acknowledges that for BT to provide the Fast Turn-up Service, BT will need to reconfigure the Customer's existing Service to enable the Fast Turn-up Service to interconnect with the Customer's existing IP Connect Global VPN service.

(e) **Antenna**

An ancillary device that is positioned remotely from the Gateway Device which may improve the mobile signal.

2.1.9 **VSAT Access**

VSAT access enables the Customer to connect a Site to the BT Network. VSAT access is delivered using OSI Layer 2 technology over satellite technology. The BT Provided Equipment at the Customer Site (s) will be connected to Earth Stations, which will be onward connected to the BT Network.

VSAT access consists of the following service standard components, as set out in the Order.

(a) BT Provided Equipment in the form of Satellite Modems and Antennas. The Customer will ensure any equipment is protected against damage due to over voltage, surges, and extreme environmental conditions;

(b) Cabling will be provided between the antenna and BT Provided Equipment;

(c) Satellite specific licences allowing operation of the VSAT access at the Customer Site.   In some countries the Customer will be required to apply for these licences. BT will assist the Customer to obtain these licences in those countries where the Customer is required to apply for the licence.

(d) A Site survey to determine if the Customer Site is suitable for VSAT access. The Customer will pay for the Site survey Charges regardless of whether the Customer decides not to proceed with the VSAT access.

BT will provide you with any of the following VSAT access options in accordance with the details set out in the Order:

(a) Premium VSAT Access with a Contention Ratio of 1:1. This option is suitable for all CoS.

(b) Plus VSAT Access with a Contention Ratio of 4:1. This option is suitable for AF Class and DE Class.

(c) Standard VSAT Access with a Contention Ratio of 10:1. This option is suitable for DE Class.

The following restrictions and exclusions apply:

(a) VSAT access cannot be used with Secure or Secure+ options;

(b) Multiple VSAT accesses cannot be provided together for use as a primary access and back up access.

(c) VSAT may be used as access backup resilience for Ethernet, Leased line and DSL access connections.

(d) VSAT access cannot be used as access backup resilience for HVPN or NNI access connections.

(e) VSAT access does not support multiple VLANs.

(f) The Customer may only order EF on port speeds of 256kbps or greater.

(g) VSAT access will not support Fragmentation, so where the Customer is using large frames for data transfer this may have a negative impact on the Customer's voice services.

(h) BT will not be responsible for the performance or availability of the VSAT access connection where severe weather, Solar Outages or other atmospheric conditions cause performance issues or service failures. This does not constitute an Incident and the Service Levels will not apply.

2.2 **Port**

Where BT manages the CPE for the Service, the Customer acknowledges and agrees that a part of the bandwidth it has contracted for is used by BT for management purposes.

The Port is the point where the access is connected to the BT Network. If the access speed exceeds the port speed traffic shaping will be used to limit the use of access capacity to the port speed.

For BT Reach-In NNI the Port is the point on the supplier's network where the access is connected to the supplier's IP VPN service.

2.3 **Class of Service ("Class or CoS")**

CoS is a means of providing differentiated service across an MPLS network allowing congestion avoidance and management. The Customer's traffic can be either "**In-Contract**" or "**Out-of-Contract**". In-Contract traffic is data sent by the Customer within the configuration rules specified by BT and is supported by the Service Levels set out in this Service Annex and the General Service Schedule. Out-of-Contract traffic is data sent by the Customer outside the configuration rules specified by BT and is not supported by the Service Levels set out in this Service Annex and Clause 7 of the General Service Schedule.

The Service has three (3) types of application Class (EF, AF and DE). Up to four (4) separate AF Classes can be ordered adding up to six (6) Classes in total. CoS varies based on application type and speed, but the Access Line and the Port must have the same or greater bandwidth than the total contracted rate per CoS, (note the contracted rate for each AF Class is counted separately). The Customer's applications mapping policy to the appropriate CoS, based on the applications operating across the Customer VPN, is set in consultation with BT. Any traffic not identified as part of a subscribed CoS will be marked DE. The prioritisation of data within the Service is set out below.

Expedited Forwarding, "**EF Class**" is for voice over IP applications. The Customer must specify the amount of EF Class traffic, "**contract rate**", required. There is no bursting capability for EF Class traffic, and any traffic above contract rate will be dropped.

Assured Forwarding, "**AF Class**" is for delay-sensitive data traffic. The Customer specifies the amount of AF Class traffic ("**In-Contract Bandwidth**"). Traffic may burst above the contract rate if bandwidth is available ("**Out-of-Contract Bandwidth**"). The assured throughput for each AF Class is the In-Contract Bandwidth for that CoS. Traffic in excess of the In-Contract bandwidth in any AF Class will be marked Out-of-Contract Bandwidth.

Default "**DE Class**" is for delay tolerant applications. DE Class is not ordered separately and is included in the Charge for the Port. DE Class can burst to Port speed if other Classes are not using the bandwidth. DE traffic is "**bleached**", as it carries no priority over and above the other CoS, which means the Differentiated Services Code Point ("**DSCP**") markings are set to zero. Some access types allow this bleaching to be turned off if specified by the Customer in the Order.

For BT Reach-In NNI the number of Classes of Service BT will map it's CoS classes to the CoS classes provided by BT's Reach In NNI partner. This may (depending on the respective NNI partner) mean that less CoS are available; e.g. if the NNI partner have only three (3) CoS, they will be mapped to EF, AF and, DE CoS only.

2.3.1   **Customer Traffic Marking** (not available with BT Reach-In NNI)

If the Customer is marking its own traffic (either the Customer has ordered Managed Routers with DSCP transparency or has Unmanaged BT or Unmanaged Customer Routers) then:-

(a)   only AF traffic that is marked as low drop probability (afx1) or using the class selector (csx) and is within the specified contract bandwidth will be carried as In-Contract Bandwidth. All other AF traffic will be treated as Out-of-Contract Bandwidth even if the total traffic for that AF class is less than the specified In-Contract Bandwidth; and

(b)   the Customer must mark DE traffic with the DSCP marking used by BT before transmitting it to the BT Network.

2.4   **Service Optional Features**

2.4.1   **Multiple VPN (mVPN)**

Multiple VPN can be ordered for Sites with Access Lines connecting directly to the BT Network. It enables the Customer to define more than one VPN within its network and connect Sites to a number of VPNs. Multiple VPN cannot be provided over DSL.

The Customer can partition routing and traffic between Sites securely right up to the LAN Port. Each Site can be a member of some or all of these VPNs allowing Communities of Interest (COINs) to be set up. BT will not provide any connectivity between the VPNs.

If a Managed Router, Unmanaged BT Router or Unmanaged Customer Router supports connectivity to Multiple VPNs, traffic from each VPN will be routed to a dedicated LAN or sub interface on that router.

Each Site must have one VPN connection designated as the primary VPN for management connectivity.

CoS specifications can be aggregated either across the Port or per VPN at each Site.

For Leased Line Access frame relay protocol is used to present each VPN logically as a dedicated frame relay PVC over the Access Line.

For Ethernet access the same is achieved through the use of 802.1q vlans (virtual local area network) standard.

The Customer is responsible for selection and configuration of the router if it orders Service with Unmanaged BT Routers or Unmanaged Customer Routers.

If the Customer orders Multiple VPNs to a Site, then the CoS policy may be applied to the whole of the Customer's access ("**CoS Policy per Access**" ("**CPpA**")) or it may be applied to the individual VPN connections ("**CoS Policy per Connection**" "**CPpC**"). In some locations there will be no choice and only CPpA or CPpC will be available.

2.4.2   **Multiple Routes** (not available with BT Reach-In NNI)

The Customer may order either or both of the following options, but the aggregate number of preferred routes will not exceed five (5).

2.4.2.1 **Multiple Default Routes.**

If the Customer is using a routing gateway to other services, such as the Internet, the Customer may select up to five (5) Sites through which connection to the other service occurs. This enables the Customer to provide regional access to those services.

2.4.2.2 **Multiple Specific Routes.**

The Customer can order up to five (5) routes to the same addresses to manage traffic loads to Site(s) with multiple Access Lines. Each of the Access Lines is declared a routing gateway.

For both options, all other Sites select a preferred routing gateway. If the preferred gateway fails the Service automatically redirects traffic to another routing gateway.

2.4.3 **Access Options ("Resilience")** (BT Managed Routers are mandatory)

Different access options can be ordered to improve availability at a Site(s). Not all options are available in all locations.

Access Option	Primary	Secondary	Comments
"Standard"	Any access type	None	Single router.
"Access Back-up"	Leased Line or Ethernet	DSL or HVPN	Some configurations require two (2) separate routers on the same LAN segment
"Secure"	Leased Line or Ethernet	Leased Line or Ethernet	Requires two (2) separate routers on the same LAN segment. Connected to same POP.
"Secure+"	Leased Line or Ethernet	Leased Line or Ethernet	Requires two (2) separate routers on the same LAN segment. Connected to two different POPs.

Except for Standard Access, if the Primary Access (or Managed Router or POP as appropriate) fails, traffic will be re-routed to the Secondary Access. The Secondary Access may be of equal or less bandwidth than the Primary Access. If the Customer orders different CoS on the Primary Access and Secondary Access, it may not be possible to carry all traffic effectively on the Secondary Access.

Unless the Customer purchases the load balancing option set out in point (b) below, the Customer may only use the Secondary Access during a failure of the Primary Access. BT reserves the right to increase the Port Charge if the Customer uses both Ports at the same time.

Depending on the configuration, routing protocol and speed of its network, the Customer may select one of the following Access Line resilience configurations:

(a) 'Failover' – BT or its agent will configure the Secondary Access Line as a backup to the Primary Access Line, if the Primary Access Line fails traffic will route via the Secondary Access Line; or

(b) 'Load balancing' – BT or its agent will configure the Secondary Access Line for dual running with the Primary Access Line. If one Access Line fails, subject to sufficient capacity being available on the other, traffic can flow over the other.

2.4.4 **Multicast VPN**

Multicast VPN enables packet replication which is required by applications such as video conferencing, IP TV, corporate communication, software distribution, stock quotation and news feeds. It enables the Customer's traffic to be sent from a 'source' Site to multiple 'receiver' Sites.

The Customer acknowledges and agrees that Multicast VPN is not available with BT Reach-In NNI.

Multicast VPN is available over the Customer's intranet VPN(s) at Sites with either Leased Line Access or Ethernet Access to the BT Network. It does not support EF Class. In the Order, the Customer will state the amount of bandwidth that is used at each Site for Multicast VPN. The Customer may order either or both of the following options as set out in the Order:

(a) **Protocol Independent Multicast ("PIM") Sparse Mode**

The Multicast VPN application flows are sourced only to Users that form part of a Multicast VPN group. To become part of a Multicast VPN group, Users will register to a Rendezvous Point ("**RP**"), from where Multicast VPN traffic will flow via a "**shared**" distribution tree rooted at the RP

associated with the Multicast VPN group. BT will provide either the auto RP or static RP mechanism for distribution of RP information, as set out in the Order.

(b)   **Source Specific Multicast ("SSM")**

A higher layer protocol, IGMPv3, enables Users to receive information from a Router (either a Managed Router, Unmanaged BT Router or Unmanaged Customer Router).

2.4.5   **Internet Gateway Regional feature**

Customers of the Service have the option of ordering the Internet Gateway Regional feature and the associated Port speed. The Internet Gateway Regional feature is only available from Customer Sites or countries where BT has regulatory approval.

The Internet Gateway Regional feature offers the Customer access to Internet based applications from their VPN(s). All Internet traffic from Customer Sites in that VPN follows a default route to the Internet, in general using the nearest Internet Gateway (selected based upon BT Network topology) to take them to the Internet via the Service.

Internet Gateways are available to Customers with or without BT Managed Routers.

For resiliency purposes, BT advises that the Customer orders at least two or more gateways per VPN. When more than one Internet Gateway is selected, all of them are available. In case one fails, all Internet traffic from that VPN is dynamically routed via the alternate(s) Internet Gateway(s) in the event of network outage.

The Multiple Default Routes feature can be used to influence the Internet Gateway used by specific Customer Site(s).

In addition to the advertisement of a default route from each Internet Gateway, the Customer can also opt to receive routes for specific destinations, such as an ISP, from any of their Internet Gateways ("**Customer Defined IP Routing Policy**"). The Customer can specify up to 100 specific routes unless otherwise agreed with BT.

The Customer will have the ability to select a fixed capacity for the Internet Gateway Regional feature and that Internet Gateway bandwidth is shared by all Customer Sites on that VPN for accessing the Internet.

BT will deliver the Internet Gateway Regional feature with a Cloud Firewall feature, as set out in Clause 2.4.8 of this Service Annex.

The Customer may order the Internet Gateway Regional feature at the same time as a "**new provide**" Order for the Service or as a standalone feature if the Service already exists.

BT will provide the Internet Gateway Regional Feature in the countries set out in the Order. If the Customer configures the Service or permits Users to configure the Service for use in other countries which are not set out in the Order, then the Customer will ensure that it operates within appropriate laws and regulations in each country from where it is using the Internet Gateway Regional feature. Any use of the Service by the Customer or its Users outside the countries set out in the Order is solely at the Customers own risk and BT cannot accept any legal or regulatory responsibility for such use.

The Service cannot be used by the Customer for Internet browsing in the countries advised by BT as Blocked Countries, due to the laws and regulations that operate in these countries.

2.4.6   **Cloud Connect to Data Centre feature**

The Cloud Connect to Data Centre feature offers the Customer private access directly to a set of pre-connected Data Centres on the BT Network.

Those connections are built as an extension of the Customer VPN to the point of interconnection with the Data Centre provider. Cloud Connect to Data Centre feature pricing includes:

(a)   Connectivity to the Data Centre; and
(b)   The management of the Cloud Connect to Data Centre feature.

The Customer may order the Cloud Connect to Data Centre feature at the same time as a "**new provide**" Order for the Service or as a standalone feature if the Service already exists. The Customer is responsible for entering into an agreement with a Data Centre provider for any hosting requirements and also for ensuring there is sufficient space available for the CPE within the Data Centre. BT will only provide connectivity to the Data Centre.

If requested in the Order, BT will provide connectivity inside the Data Centre or within the campus according to available solutions in place with the Data Centre provider. The solution available varies according to both the Data Centre provider and location, and is determined on a case by case basis. BT will notify the Customer without undue delay of any additional requirements, including, but not limited

to a need for the Customer to order internal Data Centre cabling directly from the Data Centre provider, or any additional Charges becoming payable for connection; which shall then be agreed by an Order.

2.4.7 **Cloud Connect Direct feature**

The Cloud Connect Direct feature offers the Customer private access direct to a third party cloud service provider with whom BT has built one or more interconnection points globally on the BT Network.

The Customer may order more than one connection to have geographical resilience in place or to align to the service being consumed with the third party cloud services.

The Cloud Connect Direct feature is built as an extension of the Customer VPN to the point of interconnection with the third party cloud service provider. Cloud Connect Direct pricing includes:

(a)   Connectivity to the service associated to this connection; and

(b)   The management of the Cloud Connect Direct feature.

The Port speed will depend upon the offering of the third party cloud service provider that the Customer has contracted with.

The Customer may order the Cloud Connect Direct feature at the same time as a "**new provide**" Order for the Service or as a standalone feature if the Service already exists. The Customer is responsible for entering into an agreement with a third party cloud service provider for any usage of that service. BT will only provide connectivity to the third party cloud service provider and has no liabilities relating to such third party cloud service provider services including but not limited to any liability relating to performance, availability, data protection and any security issues.

2.4.8 **Cloud Firewall feature**

(a)   BT's Cloud Firewall feature provides network protection and optimisation hosted at a BT PoP. The Cloud Firewall feature controls inbound and outbound access from either:

(i)   the Cloud Connect Direct feature; or

(ii)   the Internet Gateway Regional feature.

(b)   BT provides the Customer with the following elements for the Cloud Firewall feature:

(i)   Security platform: BT provides the Cloud Firewall feature on BT's chosen third party partner technology (hardware and applications). The Cloud Firewall feature is virtualised, and multiple customers will share the same physical platform;

(ii)   Security consultancy: BT will provide support for the Customer in producing its Customer Security Policy ("**CSP**"), and/or its network design if requested by the Customer and set out in the Order. Additional Charges will apply as agreed in an Order;

(iii)   Fault management: BT will provide 24x7 Customer helpdesks to respond to incidents, platform support backed off to appliance and application vendors, and continuous real-time service monitoring; and

(iv)   Configuration management: BT will implement reasonable Customer-requested changes to the CSP, and upgrade the Cloud Firewall feature according to recommended and tested vendor patches.

(c)   Intrusion prevention as a chargeable option under the Cloud Firewall feature that can be selected on the Order to enhance the security. Intrusion prevention is available with both the Cloud Connect Direct feature and the Internet Gateway Regional feature. When selected, BT will:

(i)   monitor traffic passing through the Service for attacks, in accordance with the applicable intrusion signature files;

(ii)   implement this Service option with a default configuration setting, including a standard signature list. BT will also maintain a subscription to the necessary signature updates, and arrange for these to be applied following issue by the supplier but BT will not be responsible for evaluating these signatures beforehand; and

(iii)   upon Customer's request, alter the parameters for applying new signatures in "**block**" mode, to give a greater or lower sensitivity to attacks. The Customers will remain however responsible for the increased risk of false positives (blocks to legitimate traffic) or the increased risk of attacks being missed.

(d)   BT will:

(i)   provide the Customer Contact(s) with access to a BT portal which will give online access to a range of functions including reports, and placing CSP change requests;

(ii)   proactively monitor the Cloud Firewall feature in the following manner. BT has a secure management link to the appliance(s) over Internet and MPLS networks. BT also provides

an "**out-of-band**" link that connects directly to the appliance(s), via a BT secure modem; this allows further remote management and diagnostics capability;

(iii)   use reasonable endeavours to identify potential unforeseen consequences of Customer-requested CSP changes, and to advise the Customer of these. BT will refer incorrectly specified CSP changes back to the Customer; and

(iv)   from time to time undertake work on the Cloud Firewall feature, which may interrupt service. In such cases, BT will endeavour to inform the Customer in advance of any work being undertaken, and will endeavour to minimise the impact of such work.

(v)   if changes to the Cloud Firewall feature configuration rules (and therefore in the CSP) are required, request additions, deletions, or modifications as necessary, using the process as defined by BT. Changes may be required in response to Customer changes; e.g. if new IP Address ranges are added to the Customer Network, if new applications are to be enabled, or if User access profiles are amended;

(vi)   specify, in accordance with Clause (v) above, the changes to be implemented by BT. In no event will BT be liable for any consequences arising from mis-specification of requirements by the Customer, or unforeseen consequences of correctly-specified and correctly-implemented change requests; and

(vii)   acknowledge and agree that BT will apply "**reasonable use**" restrictions for in-life changes to the CSP. The threshold level for such restrictions is defined as a Customer raising change requests more frequently than once a week, over a rolling period of three months, per physical instance of the Cloud Firewall feature. In such cases, BT may either a) aggregate Customer requests over a period of time, so that BT can implement such requests more efficiently (in these circumstances, the Customer acknowledges and agrees that there may be some implementation delays and no targets will apply to the implementation of such changes); or b) review the Customer's requirements, and mutually agree an appropriate alternative implementation process and any associated Charges.

(e)   The Cloud Firewall feature is resilient to failure of any single element, to the extent that traffic is re-routed around a failed service element via an alternative service element, until such time as the failed service element is restored. However, the Customer acknowledges and agrees the following:

(i)   In such cases there would be temporary interruption of the Cloud Firewall feature and active sessions will need to be re-established; and

(ii)   Re-routed Customer traffic will egress to the Internet in other geographic locations. (For example, if the Customer opts for UK and US locations, and the US location experiences a failure, then the Customer's US traffic would be re-directed to the UK location.)

(f)   The Customer acknowledges and agrees that the Cloud Firewall feature cannot ensure prevention or detection of all threats and unauthorised actions.

(g)   BT will provide the Cloud Firewall feature automatically if the Customer purchases the Internet Gateway Regional feature. In addition, the Customer may choose to order the Cloud Firewall feature with the Cloud Connect Direct feature. The Customer may do so at the same time as a "**new provide**" Order for the Service or as a standalone feature if the Service already exists.

2.4.9   **Bandwidth on Demand**

Bandwidth on Demand provides the Customer with the ability to temporarily increase the Port and CoS speed for a specified period using a portal provided by BT. BT will set out rules around changes to Bandwidth on Demand within the portal, (changes to end times/cancellation policy/ decreasing flex durations). The Bandwidth on Demand feature is not available a) across all countries; b) with following access types: HVPN, BT Reach-In NNI, VSAT, DSL and Ethernet Access if provided over BT City Fibre Network; and c) with Cloud Connect to Data Centre and Cloud Connect Direct features.

When the Customer wants to order Bandwidth on Demand:

(a)   the Customer will place an Order setting out the Minimum Period of Service , the applicable Charges and the Authorised Users which are allowed to order Bandwidth on Demand via the online portal.

(b)   Once an Order have been received, BT will provide access to the portal for the Authorised Users to:

(i)   order Bandwidth on Demand for a specified period in increments of thirty minutes. The minimum duration of a Bandwidth on Demand request is two hours. The maximum duration of a single request may not be more than 30 calendar days. At the end of the specified period the Port and CoS speed will revert back to its original speed;

(ii) place an immediate request for Bandwidth on Demand or schedule it for a future date and time. There is no limit to the number of requests that may be placed; and

(iii) view a summary of all upcoming and historical Bandwidth on Demand requests via the portal.

(c) The Service will not be interrupted when Bandwidth on Demand is added and removed, however the Customer may experience degraded performance during this period.

Bandwidth on Demand Orders will be invoiced from the moment the bandwidth and CoS are updated to the required speeds ("**Successful Flex Event**") until the stop time as set out in the portal.

2.4.10 **Cloud Connect Acceleration feature.**

The Cloud Connect Acceleration feature will enable the Customer to gain improved performance when connecting to applications in the Customer Network. Cloud Connect Acceleration will provide the Customer with application acceleration and network bandwidth optimisation on connections to applications in the Cloud Connect Direct feature and/or access to Internet based applications from the Customer VPN on the Internet Gateway. The Service can be offered in two (2) ways:

(a) For existing BT Connect Acceleration Customers, BT will:

(i) provide server hosting within the BT GPoP to deploy the Acceleration Licence;

(ii) provide the Acceleration Licence ((i.e. a software license from Riverbed that provides the acceleration service);

(iii) install and configure the Acceleration Licence;

(iv) manage the underlying infrastructure;

(v) provide management of the Service in accordance with your existing BT Connect Acceleration service through a centralised management platform. Management of the Service will be subject to your separate BT Connect Acceleration terms and conditions;

(vi) provide a connect intelligence specialist who will configure your Customer specific policies in accordance with your existing BT Connect Acceleration service;

(vii) provide access to reporting in accordance with your existing BT Connect Acceleration Service;

(viii) provide proactive and reactive monitoring of the underlying infrastructure;

(ix) monitor the Service in accordance with your existing BT Connect Acceleration service;

(x) provide Incident management in accordance with the applicable options provided under your existing BT Connect Acceleration service.

(b) For Customers without the BT Connect Acceleration service BT may:

(i) host the Acceleration Licence on the BT server within the BT Network;

(ii) install the OVA (open virtual appliance or application) file;

(iii) provide you with access to the management interface;

(iv) only carry out all the steps set out in points (a)-(c) above when incidents occur with the Service caused by the BT infrastructure.

Note on licenses:

For existing BT Connect Acceleration Customers - BT will directly purchase the required licences from Riverbed and the Customer will not be required to install any software or obtain any licences.

For Customers without the BT Connect Acceleration service – the Customer will be required to directly purchase the required licences from Riverbed (or in the event of existing licenses, where required to upgrade such licenses including obtaining a central management license) and to install and manage the configuration of all required software, necessary to use the Service.

2.5 **Routers**

BT has three (3) different supply and support models for routers:

(a) "**Managed Routers**" whereby BT provides the routers, BT installs them and manages their maintenance, monitoring and configuration. A number of maintenance service options are available, which may vary from country to country. The maintenance service option shall be stated on the Order for each Site. The Managed Router service includes router configure and commission, change management (additional Charge applies) and proactive fault management (additional Charge applies as set out in the Order),.

(b) "**Unmanaged BT Routers**" whereby BT provides, installs and physically maintains the routers (hardware) and the Customer does the monitoring, commissioning, and configuration of the routers.

(c) "**Unmanaged Customer Routers**" whereby the Customer provides, installs, manages, monitors, commissions, configures and maintains its own routers. BT shall have no responsibilities on such routers. There is an option to purchase routers and maintenance from BT subject to separate terms and conditions.

All routers in any BT network must either be Managed Routers, Unmanaged BT Routers or Unmanaged Customer Routers. The Customer acknowledges and agrees that BT cannot provide configuration and commission, change management and proactive fault management for Unmanaged BT Routers or Unmanaged Customer Routers.

2.5.1 **Router Configure and Commission** (Managed Routers only)

The Managed Routers and network service will be configured and installed (both hardware and software) to deliver connectivity for the Customer's traffic across the network.

BT will perform network commissioning and acceptance testing (up to layer 3 of the Open Systems Interconnection Reference Model) before giving the Customer the design and configuration details.

2.5.2 **Change Management** (Managed Routers only)

The Customer can order change management in which BT will perform routine software configuration and upgrade tasks remotely on Managed Routers. The Customer can order change management with up to five (5) defined changes per Managed Router, per year for a monthly charge. Alternatively, changes can be requested and be charged "**per occasion**".

BT will be responsible for the network design and will ensure that any proposed reconfigurations of Managed Routers do not conflict with the existing Customer network. If any network changes are required they will be made at the same time as the reconfiguration of the Managed Routers. If the network changes require changes to Port and/or access speeds, then Port and/or access reconfiguration charges will apply and a new Monthly Recurring Charge will apply once the changes have taken effect.

BT will archive Managed Router configuration files and restore configurations if a Managed Router fails. BT will store copies of the three (3) most recent configurations for each Managed Router.

BT will provide software maintenance for Managed Routers ensuring that the level of software is appropriate. Before any upgrade, BT will evaluate the impact to the Customer's network.

BT will provide upgrades to the operating Software on the CPE if changes to the Service required by the Customer require a later release of software.

The Managed Routers will be configured so that new software can be downloaded to the Managed Router, in addition to the existing Managed Router configuration.

Additional Charges will apply if a hardware upgrade is necessary to support the software upgrade. BT will notify the Customer in advance of its intention to raise such additional Charges and agree these with the Customer as part of a signed Order.

2.5.3 **Proactive Management**

The polling and monitoring are at two (2) minute intervals. BT will perform initial diagnostics and take appropriate action on any incidents within fifteen (15) minutes.

Some limitations currently apply to the proactive management of Business DSL Standard Access when part of "**Access Back-up**" resiliency using a single CE.

In the case of routers being Unmanaged BT Routers or Unmanaged Customer Routers BT will be dependent upon the Customer reporting incidents relating to access incidents.

2.6 **Reports**

2.6.1 BT will provide access to a BT portal where the following reports will be available at intervals determined by BT. All are standard, except for Sites with Business DSL Plus, Business DSL Standard Access, Basic DSL Access and HVPN unless otherwise stated:

The "**Basic report package**" is available without additional Charge with the Service and consists of:

(a) Core network performance (Port, VPN and CoS utilisation).
(b) Core network Round-Trip Delay, Packet Delivery and Jitter.
(c) Inventory report.
(d) Planned maintenance Report.
(e) Order Status.
(f) e-Notification - Initial incident detection.
(g) e-Updates.
(h) Ticket status.
(i) Near Real Time Utilization reports (PE Based Port, VPN and COS utilization reports)

2.6.2 The "**Advanced report package**" is available at an additional Charge, which will be specified on the Order and consists of.

(a) The Basic report package;
(b) Managed Router Performance;

        (i)   Port, VPN and CoS utilisation;

        (ii)   CPU utilisation;

        (iii)   Free/Used memory;

        (iv)   CPE reachability;

(c)   Business DSL Plus reporting package - this option adds reports per Site or for all Sites that have DSL Plus Access;

(d)   Port errors and discards - provides information about the number of packets with errors and the number of discarded packets;

(e)   Threshold reporting - provides a view of performance exceptions based on pre-set threshold for Ports, VPNs, CoS, CPE and Site-to-Site paths.(if Site to Site reports are ordered); and

(f)   Trending and forecasting reports package - provides a forecast view of Port, VPN utilisation and CoS usage based historical trends.

2.6.3   The "**Advanced+ report package**" is available at an additional Charge, which will be specified on the Order and consists of.

(a)   90th Percentile Reports – is a report that summarizes the network usage over a time period better than the average or peak utilisation

(b)   Baseline exception reports – is a report that shows when VPN usage is outside an expected usage pattern

2.6.4   The following additional reports can be ordered in addition to the "**Advanced report package**" or "**Advanced+ report package**":

(a)   Site-to -Site performance (for which the Customer will use BT Managed Routers) - provides network performance (Round-Trip Delay and Jitter) reporting between the Customer's Sites and is ordered in packs of ten Sites.

2.6.5   Simple Network Management Protocol ("**SNMP**") management feed - gives read-only SNMP access to network management information from the Managed Router. The Customer is responsible for providing its own SNMP management tools. SNMP connectivity is provided between the Managed Routers and up to two hosts within the Customer LAN.

2.7   Service Centre

In addition to the Service Centre described in the General Service Schedule, the Customer may request and BT may agree to provide additional telephone numbers to give the Customer Contact access to up to three (3) additional regional service centres which can provide support in a small number of additional languages. There is an additional Charge for these additional numbers to be agreed by both Parties as part of a signed Order.

2.8   Shared Access

Shared access enables the Customer to share its access connection(s) with or share the access connection(s) of another IP Connect Global customer in order to create a mutual VPN(s), as agreed between them under a separate agreement. The terms and conditions that apply are specified in the "**Shared Access Consent Form**", which both the Customer and the other customer must sign.

3   Service Delivery

3.1

(a)   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 and Clauses 3.2 and 3.3 below, if the Customer delays 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 after the CCD as set out in Clause 7.1.2 of the General Service Schedule shall not apply.

(b)   If the Site survey reveals issues which affect the Order (including Charges and conditions) BT reserves the right to provide a new quotation. If the Customer accepts the new quotation then the existing Order will be cancelled, a new Order will be generated on the basis of the new quotation and the provisions of Clause 3.1(a) shall apply. If the Customer does not accept the new quotation then the existing Order will be cancelled, BT will not provide Service and the Customer agrees that BT shall not be liable in these circumstances.

(c)   For the purpose of this Service Annex these Clauses 3.1(a) and 3.1(b) amend and supersede the provisions of Clause 7.1.1 in the General Service Schedule.

3.2   For Service with Managed Routers, BT will configure the equipment, CoS and access, so that traffic can be transmitted from one Site to another, and conduct a set of standard tests to ping the Managed Router. The OSD occurs on successful completion of the tests.

3.3   For Service with Unmanaged BT Routers or Unmanaged Customer Routers, BT will confirm delivery of the Access Line, configure the CoS and conduct a set of standard tests to ping the Port. The OSD occurs on successful completion of the tests.

3.4   For the purposes of Clauses 3.2 and 3.3 above, the Customer may wish to migrate its traffic after BT has conducted its standard tests. In these circumstances OSD occurs when BT has successfully completed its standard tests. BT can assist with traffic migration after the OSD subject to an additional charge to be agreed as part of a signed Order.

3.5   For the Fast Turn Up Service BT will:

(a)   deliver the Gateway Device and SIM Card(s) to an available European location as specified by the Customer and set out in the Order; and

(b)   configure the Gateway Device, backhaul network and the Customer's existing Service on the BT Network so that traffic can be transmitted and received between the Site and the Customer's VPN. Once configured, BT will conduct a set of standard tests to prove connectivity to the Gateway Device. The Operational Service Date occurs on successful completion of the tests.

4   BT Service Management Boundary (SMB)

4.1   For Service with Managed Routers, including the BT Reach-In NNI option, the SMB is the LAN Port on the Managed Router. This includes provision, maintenance and management of all elements up to this SMB. The cable which connects to the Customer Equipment is the responsibility of the Customer.

4.2   For Service with Unmanaged BT Routers or Unmanaged Customer Routers the SMB is the Network Terminating Unit (NTU) of the access provided by BT. This includes provisioning, maintenance and management of all elements up to this SMB. The cable connecting the NTU to the Customer Equipment is the responsibility of the Customer.

4.3   For a Service with Unmanaged BT Routers the SMB is as stated in 4.2 above. BT will perform the hardware maintenance for the Unmanaged BT Routers subject to the Customer informing BT that the Unmanaged BT Router is faulty. When acting upon a Customer reported fault of a defective Unmanaged BT Router which is found not to be defective, the Customer agrees to pay BT for all reasonable charges incurred.

4.4   For the purposes of Clauses 4.1 to 4.3 above, where the Customer provides any internal cabling, this will fall outside of the SMB for the Service.

4.5   HVPN Customer Provided Access (CPA) is excluded from the SMB.

4.6   For the Cloud Connect to Data Centre feature, the SMB is:

4.6.1   if with Managed Routers, the LAN Port on the CPE; and

4.6.2   if with Unmanaged BT Routers or Unmanaged Customer Routers, at the terminating patch panel Port at the Customer data centre.

4.7   In addition, for the Cloud Connect to Data Centre feature, where the Customer orders any internal Data Centre cabling directly from the Data Centre provider, this will fall outside of the SMB for this feature.

4.8   For the Cloud Connect Direct feature, the SMB is the interconnection between the third party cloud service provider router and the BT Managed Router.

4.9   For the Cloud Firewall feature, the SMB is the interconnection between the third party cloud service provider router and the BT Managed Router. BT may make changes to the configuration of the Cloud Firewall feature within the SMB. Unless otherwise agreed in writing, the Customer is responsible for making any necessary configuration changes outside the SMB and for the in-life management of service elements outside the SMB. Under no circumstances will the Customer attempt to make direct changes to the physical or Software configuration of the Cloud Firewall feature without BT's prior written approval.

4.10   For the Fast Turn-up Service, the SMB is at the Gateway Device.

4.11   For the Internet Gateway Regional feature, the SMB is the Port on the BT Equipment which provides connectivity to the Internet.

4.12   For the Cloud Connect Acceleration feature, BT will provide and manage the Service up to the Port on the BT Equipment which provides connectivity to the BT Network at the cloud service node (the provide edge router) and the BT Equipment on the same cloud service node where the Riverbed Steelhead service is provided.

4.13   BT will have no responsibility for the Service (including any responsibility to meet any Service Levels) outside the Service Management Boundary.

5   The Customer's Responsibilities

5.1   The Customer will not use any BT provided DSL to make or receive PSTN calls.

5.2   The Customer will not make changes to the line or any telephony service on the line, without BT's prior written agreement. Any costs incurred by BT for such changes will be charged by BT to the Customer.

5.3   The Customer is responsible for the providing all service items (e.g. internal cabling) from the DSL Local Loop Access demarcation point to the Managed Routers, Unmanaged BT Routers or Unmanaged Customer Routers.

5.4   If the Customer orders Service with Unmanaged BT Routers or Unmanaged Customer Routers, the Customer is responsible for:

5.5   providing routers which adhere to BT's design guidelines; and

5.6   marking traffic with the DSCP marking used by BT before transmitting traffic to the BT Network.

5.7   For the HVPN Service the Customer will do the following:

5.7.1   In addition to the provisions of this Agreement, the Customer agrees that it is responsible for, and will ensure that it complies with, all applicable licensing and regulatory requirements for use of HVPN including but not limited to the local law and regulations that apply to the export and re-export of any encryption software or devices. BT may require the Customer to produce proof of compliance with such licensing and regulatory requirements before Service delivery. If the Customer cannot produce such proof to BT's satisfaction, BT may suspend Service delivery or cancel the Order. If BT cancels the Order the provisions of Clause 5 (Cancellation) of the General Terms and Conditions shall apply. The Customer is responsible for obtaining any local import and user licenses and the written authority from all respective authorities necessary.

5.7.2   CPA must be installed and working before placing an Order for HVPN. If not, then the Customer agrees to pay all HVPN Charges from the OSD. The Customer also agrees to pay all BT's costs (including applicable Charges) if HVPN is delivered and it is subsequently found that suitable CPA has not been provided.

5.7.3   If the CPA is provided on the basis of 'up to' a certain speed, the Customer acknowledges and agrees that it may not receive the full speed, and that for the Service to work it must order an access speed significantly higher than the required HVPN Port speed; it is the Customer's responsibility to ensure that the CPA meets these requirements. The Customer acknowledges and agrees that BT will not be liable for Service failure, and BT's SLA will not apply, when the actual CPA speed falls below the HVPN Port speed.

5.7.4   If a dynamic IP address is used, the Customer acknowledges and agrees that BT's SLA will not apply to any downtime occurrences resulting from refresh of the dynamic IP address.

5.7.5   The Customer acknowledges and agrees that Internet browsing from the Managed Router will impair HVPN; in these circumstances BT will not be liable for any failure in Service and BT's SLA will not apply.

5.7.6   The Customer must not act to misuse the Service as provided by BT to contravene or circumvent local laws and regulations. BT may treat any such contravention as a material breach and as such BT may a) suspend the Service and it can refuse to restore Service until it receives an acceptable assurance from the Customer that there will be no further contravention or circumvention; or b) terminate the Service upon written notice.

5.8   For the Cloud Firewall feature, the Customer will:

(a)   be entitled to request login/password combinations for access to the BT security portal, for use by the Customer or its agents. The Customer may assign one login combination to BT personnel. The Customer is responsible for its agents' use of these IDs;

(b)   submit the CSP before the Customer Commit Date ("**CCD**"). BT will respond with a Security Policy Document, which the Customer will authorise at least five Business Days before the CCD. CSPs can be complex to define, therefore BT consultancy is available to help capture Customer requirements. BT will capture the necessary information in consultation with the Customer Contact, and will produce the necessary CSP. However, BT will not be liable for any consequences arising from the Customer's mis-specification of the Customer's security requirements in the CSP, or from unforeseen consequences of a correctly specified and correctly implemented CSP; and

(c)   ensure that the Customer's network and all applications on the Customer's side of the Service Management Boundary will conform to all relevant Internet Protocol standards.

5.9   For the Fast Turn Up Service the Customer shall:

(a)   not use the Fast Turn-up Service to make or receive PSTN calls;
(b)   not make changes to the configuration of the Fast Turn-up Service without BT's prior written agreement. BT will charge the Customer for any costs incurred by BT for such changes;
(c)   provide trained staff to support the Customer's use of the Fast Turn-up Service;

(d)   only report incidents relating to the Fast Turn-up Service by telephoning BT's Fast Turn-up Service service centre. When reporting an incident the Customer will provide BT with a contact name and telephone number which BT will use to advise the Customer on the progress being made to resolve the incident.

(e)   provide BT with a correctly completed baseline configuration form;

(f)   provide all service items (e.g. internal cabling) from the Gateway Device;

(g)   ensure that it has an existing Service in place;

(h)   not resell or attempt to resell the Fast Turn-up Service (or any part or facility of it) to anyone else;

(i)   only use the SIMs in the Gateway Device and will only use the Gateway Device with the SIMs;

(j)   obtain and keep in force any licence necessary for the Customer to use the Fast Turn-up Service;

(k)   not sell or otherwise transfer any IP Address(es) allocated by BT and will immediately cease using such IP Address(es) on the termination or expiration of this Agreement or Service Annex.

(l)   take all necessary steps to ensure that User Security Details are kept confidential, secure and not made available to unauthorised persons;

(m)   inform BT immediately if it believes that any User Security Details are, or are likely to be, used in an unauthorised way;

(n)   until title passes, not sell, lease, charge, assign by way of security or otherwise deal in or encumber in any way with any SIM Card or Gateway Device;

(o)   not connect, continue connection or knowingly allow any third party to connect or continue the connection of any GPRS Gateway to the BT Network;

(p)   comply with such security or other provisions in relation to international Roaming that BT provides to the Customer from time to time;

(q)   notify BT immediately in the event that any SIM Card or Gateway Device is lost or stolen or if the Fast Turn-up Service has or may be misused, used fraudulently or otherwise used unlawfully;

(r)   obtain and keep in force any licence necessary for the Customer to use the Fast Turn-up Service and/or Gateway Devices in any country in which it is provided;

(s)   not tamper with the Gateway Devices so as to invalidate any warranty; and

(t)   indemnify BT against any Claims or legal proceedings which are brought or threatened against BT by a third party because the Fast Turn-up Service is used in breach of Clauses 5.7 BT will notify the Customer of any such Claims or proceedings and keep the Customer informed as to the progress of such Claims or proceedings and have due regard to the Customer's representations.

5.10   For the DSL and or Ethernet Services ordered by the Customer through the IP Connect Self Service, the Customer will ensure that the data provided for ordering the Services is accurate. BT will not be held responsible for any delay caused by inaccurate data or for any Charges due to the cancellation of an incorrect Order.

5.11   In relation to the Bandwidth on Demand feature, the Customer will manage changes to bandwidth speeds at the Sites; provide BT with a list of Authorised Users and their roles when the feature is being enabled and maintain such a list; and communicate dates and times of Bandwidth on Demand Orders within the Customer organisation.

6   Charges

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

Pricing Element	One-time Charge	Recurring Charge	Notes
ACCESS			
Access (BT Provided)	Install/De-install	Monthly	Charges vary by speed, access option, location and whether each access has resilience.
Split Tunneling (optional)	Install/De-install	Monthly	Includes Internet Breakout (IBO) and/or Internet LAN (iLAN).
Fast Turn-up Service (optional)	Install per Gateway Device and to enable the Fast Turn-up Service on the Customer's IP Connect Global VPN	Monthly charge for the bandwidth through the Gateway Device	**Note:** the monthly fee includes a usage of 2GB. In the event of excess usage; additional usage Charges per Mobile service managed Gateway Device applies.
Port and CoS			
Port	Install/De-install	Monthly	Charges vary by speed, Class of Service, location and resilience (whether primary or secondary).
Routers			
BT Equipment (Managed Routers)	Install/De-install Upgrade	Monthly	Charges will be based on the equipment model, cards, location and maintenance and management options ordered. This includes initial Router Configuration and Commission.

Pricing Element	One-time Charge	Recurring Charge	Notes
Unmanaged BT Router	Install/De-install Upgrade	Monthly	Charges will be based on the equipment model, cards, location and maintenance ordered.
Unmanaged Customer Router			Subject to separate conditions.
Additional BGP Prefixes (optional)	Install per router, per VPN with BGP	Monthly per router, per VPN with BGP	Standard offer includes up to 50 prefixes per VPN per router. **Note:** for this pricing element "**router**" means Managed Routers, Unmanaged BT Routers and Unmanaged Customer Routers.
Change Management (optional)	None	Monthly	Managed Routers only - charge is based on the number of Sites.
Proactive Management (optional)	None	Monthly	Managed Routers only - charge is based on the number of Sites.
Additional Performance Reports	Setup Charge	Monthly	For each report described in 2.6.2 ordered. Note, Site-to-Site reports include up to 10 paths per report.
SNMP Management Feed (per Feed)	Installation/Re-configuration	None	Charge is based on the number of Managed Routers.
Service Optional Features			
Multiple VPNs on an Access (including Shared Access)	Install/De-install	Monthly	Charge applies to all but the primary VPN.
Multicast VPNs	CoS re-configuration	Monthly	Fixed - configuration charge per Site/VPN. Charges depend on CoS type, multicast bandwidth and location.
Internet Gateway Regional feature	Install/De-install	Monthly	Charges per Internet Gateway location, and bandwidth
Customer defined IP routing policy (for Internet Gateway Regional feature)	Install/De-install	Monthly	Customer can specify up to 100 specific routes.
Cloud Connect to Data Centre feature	Install/De-install	Monthly	
Cloud Connect Direct feature	Install/De-install	Monthly	
Cloud Firewall feature	Install/De-install	Monthly	Delivered automatically with Internet Gateway regional feature. Optional feature with Cloud Connect Direct.
Bandwidth on Demand	Install/De-install	Monthly	**Note:** Usage will be charged on a price per mbps/hour basis. Only Successful Flex Events will be invoiced.
Cloud Connect Acceleration feature	Install/De-install	Monthly	Upgrades and downgrades are subject to the same conditions as for upgrades and downgrades of Ports.
Additional Service Centre numbers	Set-up	Monthly	

6.2 **Re-configuration Charges**

6.2.1 Change of Port speed. A Port install Charge applies to the new Port. There is no-de-install charge for the old Port. In addition the Customer will pay any charges that BT has to pay the access supplier for any changes to the access.

6.2.2 CoS changes will incur a Port reconfiguration charge.

6.2.3 Changes to access speed or location will incur installation charges for the new access and de-installation charges for the old access.

6.2.4 Changes to Managed Routers or Unmanaged BT Routers will incur installation charges for new hardware or change in location, and de-installation charges for replaced or re-located hardware.

6.2.5 DSL upgrade or downgrade will incur a one-time charge.

6.2.6 The Customer may request up to two (2) tests of a resilient access type during any twelve (12) Months. There will be charges for additional tests. BT will notify the Customer in advance of its intention to raise such additional Charges and agree these with the Customer as part of a signed Order.

6.3 **HVPN**

6.3.1 Unless stated otherwise in this Agreement, the Charges shall remain valid for the Minimum Period of Service except to the extent that HVPN is dependent on a third party's products or services, in which case, BT may revise the Charges for the HVPN Service to reflect the revised charges imposed by the third party supplier and where there is no alternative service available at reasonable cost, on 20 Business Days' notice to the Customer. Any such change will be agreed by both parties as part of a signed order. If the Customer does not agree with the revised Charges, the Customer may terminate the HVPN Service before the new Charges become applicable.

6.3.2 For CPA, the Customer must confirm with its supplier that the CPA is working correctly before reporting incidents to BT. Downtime will not be recorded for reported incidents until the Customer has confirmed that the CPA is working.

6.3.3 A new Minimum Period of Service will apply for upgrades. In addition to installation charges for upgrades, de-installation charges may apply for upgrades requiring changes in equipment, or access supplier.

6.3.4 For BT provided access, BT will charge the Customer an excess download charge if the Customer's use of the Service exceeds the suppliers download limits. This charge will be applied every two (2) Months, in arrears.

6.4 **Fast Turn-up Service**

6.4.1 BT provides SIM Cards for the Fast Turn-up Service to the Customer on a free of Charge basis and are shipped active and billable in the Gateway Device. BT will charge the Customer for replacement SIM Cards due to loss, theft or damage caused by the Customer at the current rate as notified to the Customer.

6.4.2 Charges for the Fast Turn-up Service are rounded up to the nearest whole unit within the applicable currency.

6.4.3 Charges for the Fast Turn-up Service per extra 1 MB are calculated on a pro rata basis in units of 1 KB.

7 Service Levels

In addition to the Service levels set out in the General Service Schedule, network performance service levels apply to traffic sent at the subscribed rate and marked 'In-contract' and only to the Customer's Sites accessing the Service from certain countries where the Customer has at least two Sites in the applicable country or region. Not all classes of service are available from all locations.

The standard network performance SLA measures performance on the BT network and does not include the Customer's access to the BT Network.

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 any Customer, then the regional Service Level set out in Clauses 7.1, 7.2 and 7.3 below will not apply for that Customer.

BT will also provide network performance levels for its supplier's in-country networks for BT Reach-In NNI services.

Targets for the network performance Service Levels are published on and reported against on the GS Portal, and may be updated by BT from time to time.

7.1 **Round Trip Delay (RTD) (all classes)**

BT will send two (2) test packets of 100 bytes for DE Class, ten (10) test packets of 100 bytes for AF Class or ten (10) test packets of 80 bytes for EF Class every minute, 24 hours a day between designated BT Network Provider Edge (PE) routers and measure the time it takes all test packets sent and received in one month.

For valid claims, BT will give the Customer a Service Credit of 2% 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 4% of monthly Site Charges if the target is missed by more than 20%.

7.2 **Packet Delivery (all Classes)**

BT will send ten (10) test packets of 100 bytes for AF or DE Class or ten (10) test packets of 80 bytes for EF Class, every minute, 24 hours a day between designated BT Network PE routers. Packet delivery statistics will be calculated as an average of all test packets sent and received in one month.

For valid claims, BT will give the Customer a Service Credit of 2% of the monthly Site Charges if BT fails to meet the average Packet Delivery target for any Class of Service in any month.

7.3 **Jitter (EF Class only)**

BT will send ten (10) test 80 byte packets with 20ms spacing, every minute, 24 hours a day between designated BT Network PE routers. Jitter statistics will be calculated as an average of all test packets sent and received over one Month.

For valid claims, BT will give the Customer a Service Credit of 2% of the monthly Site Charges if BT fails to meet the average Jitter target in any month. The Service Credit will double to 4% of monthly Site Charges if the target is missed by more than 20%.

7.4 **Site to Site Network Performance (BT Managed Routers are mandatory)**

The Site to Site SLA measures performance between designated Managed Routers at the Customer's Sites. Performance is measured using BT's customer reports platform and the Customer must order Site to Site Reports for each path to be measured, and pay the Charges for the reports. The following restrictions apply:

(a)　Port speeds must be at T1/E1 and above;

(b)　access must be Leased Line;

(c)　the Service Level targets for a Site will no longer apply if there are changes in Port speed or bandwidth at that Site. BT and the Customer will agree new targets for those Sites;

(d)　Service Level will not apply on any path in any month where average Port utilisation exceeds 50%;

(e)　Service Level on network performance only applies for in-contract bandwidth (Only applies to EF and AF class traffic); and

(f)　for Sites where CE to CE (Site to Site) report is ordered we exclude them from the Regional Report so Regional Reports and regional processes such as service credits for regional breaches are not applicable.

7.5 **BT Reach-in NNI**

Service Levels for the supplier's network performance for RTD (all classes), Packet Delivery (all classes) and Jitter (EF only) are measured by the supplier on a core network basis only. The supplier equipment used for measurements may or may not be equipment that the Customer's Site(s) connect to. The mechanism for network performance measurements may vary from country to country depending on suppliers' measurement procedures.

7.5.1　BT will give the Customer a Service Credit of 1% of monthly Site Charges per affected Site for valid claims if the supplier's network does not meet the RTD target in any month.

7.5.2　BT will give the Customer a Service Credit of 1% of monthly Site Charges per affected Site for valid claims if the supplier's network does not meet the packet delivery target in any month.

7.5.3　BT will give the Customer a Service Credit of 1% of monthly Site Charges per affected Site for valid claims if the supplier's network does not meet the Jitter target in any month.

7.6 **Exclusions**

The exclusions in this Clause 7.6 apply in addition to the General Exclusions in the General Service Schedule.

BT will suspend measurement of Network Performance if there is:

(a)　a Qualifying Incident affecting Availability; or

(b)　a failure on the primary link on a resilient access and the speed of the Failover link is lower than the primary link.

Note, the designated BT Network PE routers used for the standard SLA measurements may, or may not, be BT Network PE routers that the Customer's Sites connect to.

8　Fast Turn-up Service

8.1　For the Fast Turn-up Service, the following restrictions and exclusions apply:

8.1.1　The Fast Turn-up Service is enabled for use in the European Union (EU), Switzerland, Norway, Isle of Man and UK Channel Islands only;

8.1.2　The Customer may either provide its own broadband "**Customer Provided Access**" (CPA), or BT may provide the broadband via a BT supplied SIM, "**BT Provided Access**". For CPA, the Customer will provide an ISP-supplied modem or a data SIM for mobile connection at its own expense.

8.1.3　In relation to a BT supplied SIM:

8.1.3.1　BT may bar certain numbers from the Fast Turn-up Service on a temporary or permanent basis where in BT's reasonable opinion it is necessary to do so;

8.1.3.2　BT may cancel any SIM Card if it has not been used by the Customer for six (6) Months. BT will notify the Customer after five months of non-use of the intention to cancel the SIM Card in a Month's time if it is not used during that Month. If BT cancels a SIM Card and the SIM Card is subject to a Fast Turn-up Service Minimum Period, the Customer will pay BT the Termination Charges set out in the General Service Schedule.

8.1.4　The Customer acknowledges and accepts that where a BT mobile connection is being provided faults may occur from time to time and the Service may be impaired by various factors which include (not an exhaustive list):

(a)　local geography and topography;

(b)   weather and/or atmospheric conditions;

(c)   degradation, congestion or maintenance requirements of the Network including but not   limited to re-positioning and/or decommissioning of base stations;

(d)   other physical or electromagnetic obstructions or interference;

(e)   faults in other telecommunications networks to which the Network is connected;

(f)   the compatibility of the Customer Equipment used; and

(g)   any other conditions or circumstances beyond BT's control.

8.1.5   BT does not guarantee the security of the Fast Turn-up Service against unauthorised or unlawful access or use. If BT believes there is or is likely to be a breach of security or misuse of the Fast Turn-up Service, BT may:

(a)   change and/or suspend the User Security Details (and notify the Customer that it has done this); or

(b)   require the Customer to change the User Security Details.

8.1.6   The following features of the Service are not available to Sites using a Fast Turn-Up Service connection.

(a)   Class of Service

(b)   Resilient Access/ Failover Port

(c)   Multiple VPNs (mVPN)

(d)   Multiple Routes (Multiple Default Routes and Multiple Specific Routes)

(e)   Multicast VPN

(f)   IP version 6

(g)   Customer reports

(h)   Proactive management

8.2   BT will terminate the Fast Turn-up Service automatically when a permanent Access Line is connected to the Customer's Site to enable the Site to connect to the BT Network.

8.3   The Fast Turn-up Service may be terminated or cancelled by the Customer on 25 Business Days written Notice to BT. Such termination or cancellation may be subject to payment of Termination Charges by the Customer as set out in the General Service Schedule if the Service is cancelled during the Fast Turn-up Service Minimum Period.

8.4   **Additional Charges conditions.**

8.4.1   If BT works at a Site in response to a Customer reported incident and rectification of this incident requires BT to take special public space health and safety measures, and/or specialist aerial access equipment to be used, BT may charge the Customer an additional 'per occasion' repair Charge. BT will agree the Charges with the Customer as part of an Order prior to any commencement of the work.

8.4.2   The Charges shall remain valid for the Minimum Period of Service except to the extent that the Fast Turn Up Service is dependent on a third party's products or services, in which case, BT may revise the Charges for the Fast Turn Up Service to reflect the revised charges imposed by the third party supplier and where there is no alternative service available at reasonable cost, on 20 Business Days' notice to the Customer. Any such change will be agreed by both parties as part of a signed order. If the Customer does not agree with the revised Charges, the Customer may terminate the Fast Turn Up Service before the new Charges become applicable.

8.5   **Resale of Gateway Device(s)**

8.5.1   The Gateway Device(s) provided with the Fast Turn-up Service will be sold to the Customer as BT Provided Equipment.

8.5.2   Ordering and delivery. The Customer Affiliate responsible for the Site where the Gateway Device will be delivered will place the Order for such Gateway Device "**Ordering Customer**". BT will assign the Order to its Affiliate in the UK (British Telecommunications plc) "**BT UK Affiliate**" responsible for delivery of the Gateway Devices. The BT UK Affiliate will ship the Gateway Device to the Ordering Customer at the required Site.

8.5.3   Transfer of risk. Risk will be transferred to the Ordering Customer at the time of delivery to the Site.

8.5.4   Transfer of ownership. For deliveries in the United Kingdom, title in Gateway Devices will pass to the Ordering Customer on payment in full. For deliveries outside the United Kingdom, title in Gateway Devices will pass to the Ordering Customer on despatch from the final shipping point in the United Kingdom.

8.5.5   Invoicing. The BT UK Affiliate will invoice the Ordering Customer in accordance with the payment terms set out in the General Terms and Conditions.

8.5.6   Waste Electrical or Electronic Equipment (WEEE).

8.5.6.1   A crossed out wheelie bin symbol shown on the Equipment means that the Equipment is classed as Electrical or Electronic Equipment (EEE) under the European Parliament and

Council Directive 2012/19/EU on Waste Electrical and Electronic Equipment, and the measures implementing this Directive in European Union Member States (the WEEE Directive). For the purposes of the WEEE Directive any EEE sold to the Customer under this Annex is classed as Business to Business (B2B) EEE. The Customer and BT acknowledge that for the purposes of Article 13 of the WEEE Directive this paragraph shall be an agreement stipulating other financial arrangements for the environmentally sound management of WEEE. When the Customer has no further use for the Equipment the Customer will ensure that the Equipment is not mixed with other commercial or household waste on disposal. The Customer is entitled to return to BT on a one for one basis any equivalent electronic and electrical equipment which is being replaced with new Equipment as part of the Service. If returned to BT, the Customer will arrange for and pay for the collection of same and BT shall be entitled to charge a return fee to arrange for the disposal of the WEEE in accordance with its obligations of either a producer or distributor (whichever the case maybe) in the WEEE Regulations. If the Customer elects to dispose of the WEEE itself, the Customer acknowledges: (a) that it will do so at its sole cost and relieve BT of all responsibilities due to improper disposal of the waste product; (b) if BT is the "**Producer**" for the purposes of the WEEE Directive, BT will upon written request from the Customer and without cost or charge to the Customer provide all information and data on any dangerous substance or preparation or hazardous substance contained in the product; (c) the Customer will take on the obligations in the WEEE Directive for the sound environmental management of WEEE and hence the Customer will be responsible for such information recording or reporting obligations imposed by the WEEE Directive and the measures implementing it in European Union Member States; (d) the Customer will ensure that the WEEE is treated in accordance with the requirements of Article 8 of the WEEE Directive; and (e) the Customer will become responsible for achieving the recovery and recycling targets stipulated in Article 11 of the WEEE Directive.

8.6 **Service Levels**

The Service Levels set out in the General Service Schedule will not apply on the Fast Turn-up Service. Any targets provided by BT relating to Fast Turn-up Service are therefore for information purposes only.

8.7 **Fault repair for Gateway Devices**

8.7.1 The following fault repair provisions will apply for Gateway Devices.

(a) Gateway Devices include a 12 month manufacturer's warranty from the date of delivery to the Customer;

(b) If the Customer reports an incident during the manufacturer's warranty period and the incident is due to faulty design, manufacture, materials or BT's negligence, BT will repair or (at its option) replace the Gateway Device if it has been properly kept, maintained and used in accordance with the manufacturer's and BT's instructions and has not been modified except with BT's written consent. Incidents due to damage, fair wear and tear or the actions of anyone other than BT are not covered by this warranty;

(c) BT may ask the Customer to send the faulty Gateway Device to a BT specified address at the Customer's cost;

(d) Repairs under the manufacturer's warranty may take up to 25 Business Days. BT will return repaired Gateway Device to the Customer at BT's cost;

(e) Where any repairs to the Gateway Device are required that are not covered by the manufacturer's warranty or where the warranty has expired, then BT will provide the Customer with a written quotation for the repairs required and will require an Order prior to proceeding with the repair. In all cases the Customer will be liable for shipping costs where the Gateway Device is to be returned by BT to the Customer;

(f) Prior to returning a Gateway Device to BT for repair, the Customer will first seek a Return Merchandise Authorisation ("**RMA**") from BT. BT may disregard all equipment sent back without the correct RMA paperwork; and

(g) BT may impose a Charge where no fault is found. Where no fault is found the Customer will be responsible for paying all shipping costs.

9   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 over the BT network - doesn't include any Processing of Customer personal data as 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.