



# BT Internet Connect Reach Service Annex to the General Service Schedule

BT Contract Reference:

Customer Contract Reference (optional):

## 1 Definitions and Abbreviations

The following definitions and abbreviations apply, in addition to those in the General Terms and Conditions and the General Service Schedule of the Agreement.

**"Customer Domain Incident"** means an incident that is not an Excluded Incident that is caused or contributed to by an act or omission outside the Service Management Boundary and includes, but is not limited to, incidents where the reason for outage is a failure caused by:

- (a) inadequate power supply, whether reported by the Customer or proactively identified by BT;
- (b) the Customer's equipment or equipment not managed by BT under the Agreement;
- (c) a supplier to the Customer (other than BT); or
- (d) the Customer attempting to use the Service for a purpose beyond the solution design or outside the scope of the Agreement.

**"Excluded Incident"** means an incident where the reason for outage is a failure caused by:

- (a) a Customer power failure that is caused
  - (i) by an event of force majeure as set out in the General Terms and Conditions (but does not include persistent power failures);
  - (ii) by planned maintenance by the Customer where such maintenance was notified in advance to BT in accordance with the Agreement;
- (b) an incident that is caused by an initial commissioning or delivery issue before the Operational Service Date.

**"Indicative Delivery Date"** means an estimated delivery date provided to the Customer by BT after the Customer has signed the Order.

**"Internet"** means the global data network comprising interconnected networks (using the TCP/IP protocol suite).

**"Internet Access"** means, for each Site, the service components set out in paragraph 2.2 of this Service Annex.

**"IP"** means internet protocol, a network layer protocol offering a connection-less Internet network service.

**"Internet Service Provider"** means an organisation that provides services for accessing or using the internet.

**"NTE"** means Network Terminating Equipment, such as a modem or small retail grade router with an Ethernet RJ45 hand-off.

## 2 Service Description

### 2.1 Service Overview

BT's Internet Connect reach service provides the Customer with access to the Internet from one or more Sites. It is a managed service that is suited for companies that wish to connect their branch offices and/or remote workers to the Internet (the **"Service"**).

The Service is provided by BT using inputs supplied to it by a number of third party suppliers. These are obtained by BT on behalf of the Customer and will include local in-country Internet Service Provider, Access Line(s) and NTE.

### 2.2 Standard Service Components

#### 2.2.1 Access Line

BT or its agent will arrange for the Site(s) to be connected to an Internet point of presence (PoP) using the type of Access Line set out in the Order. The Access Line option(s), speed and contention available at a Site may vary according to the location of the Site, but will include one or more of the following:

- xDSL,
- Private Line Circuit (PLC),
- Wireless, Mobile (3G/4G),
- Cable and Satellite.

#### 2.2.2 Equipment

BT or its agent will arrange for the supply of NTE to the Site and for this to be connected to the Access Line.

#### 2.2.3 Internet Service Provider

BT or its agent will pass details of the Customer's Site to a local Internet Service Provider to enable the Customer to access the Internet from that Site.

#### 2.2.4 Service management

Except if the Proactive Monitoring option has been purchased by the Customer, as set out in paragraph 2.3 of this Service Annex, BT will manage the Service reactively. If a fault is detected by or notified to BT,



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BT will raise a 'trouble ticket' and if necessary register the fault with the third party access supplier for resolution.

## 2.3 Service Option

In addition to the service components listed in paragraph 2.2 above, the Customer may add 'Proactive Monitoring' as optional component to its Service by selecting it in the Order. With this option BT will proactively monitor the NTE by 'pinging' it at least every five (5) minutes. If a fault is detected, BT will perform initial diagnostics within 15 minutes and, if necessary, will raise a 'trouble ticket' and register the fault with the third party access supplier for resolution.

## 3 Service Delivery

3.1 For the purpose of this Annex the following paragraphs 3.1(a) and 3.1(b) replaces paragraph 7.1 (in regard to Delivery) of the General Service Schedule.

- (a) On the Order for any Site, the Customer may request a delivery date. After the Customer has signed the Order BT will provide the Customer with 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 use commercially reasonable endeavours to deliver the Service on that Indicative Delivery Date. The Indicative Delivery Date shall not apply to upgrades or changes to the Services, unless these require the installation of new components and have an Indicative Delivery Date provided by BT.
- (b) If the Site survey reveals issues which affect the Order (including additional Charges and/or conditions) BT may provide a new quote to the Customer. If the Customer accepts the new quote then the existing Order will be cancelled, a new Order will be generated on the basis of the new quote and the provisions of paragraph 3.1(a) shall apply. If the Customer does not accept the new quote 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.

3.2 At delivery, BT will confirm delivery of the Access Line, configure the Internet Access, so that traffic can be transmitted from one Site to the Internet, and conduct a set of standard tests to ping the Internet Access NTE. The Operational Service Date occurs on successful completion of the tests.

## 4 BT Service Management Boundary (SMB)

The SMB of the Service is the Ethernet RJ45 port on the NTE. This Service includes provision, maintenance and management of all elements up to the SMB but excludes the cable which connects to the Customer Equipment.

## 5 The Customer's Responsibilities

- 5.1 The Customer shall ensure that the Access Line is not used to make or receive PSTN calls.
- 5.2 The Customer shall seek BT's prior written approval before making changes to the Service (incl. Internet Access). Any costs incurred by BT for approved changes will be charged to the Customer.
- 5.3 The Customer will defend, indemnify and hold BT harmless from any and all liabilities costs and expenses, including reasonable legal expenses, related to or arising from use of the Service or the placement or transmission of any materials on the Internet by the Customer, or any User in violation of the Agreement.

## 6 Charges

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

Pricing Element	One-time Charge	Recurring Charge	Notes
<b>Internet Access</b>	Install/De-install	Monthly	This charge will vary, depending on the Access Line type, location and speed selected in the Order.
<b>Service Option(s)</b>			
<b>Proactive Monitoring</b>	Install/De-install	Monthly	Applies when the Customer selects the Service with proactive monitoring.
<b>Miscellaneous</b>			Per request. See paragraph 6.2 for examples with definitions and applicable charging structure.
<b>Re-configuration</b>	Install/De-install	Monthly	Per element re-configured. See paragraph 6.3 below for details



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### 6.2 Miscellaneous Charges

#### 6.2.1 Customer Domain Incident

BT will charge the Customer for investigating an incident where BT's diagnostics indicate that the reason for the incident is a Customer Domain Incident. BT will charge the Customer the components set out in the table below.

Charge Category	Charge Component
Standard Helpdesk Support	per incident
Consultancy Helpdesk Support	per hour
Field Engineering	per visit to a Site and varies per country

#### 6.2.2 Expedited Service Charges

BT will charge the Customer for any associated costs incurred to meet a request by the Customer for early installation and/or faster fault resolution compared to quoted delivery dates. Any expedited service and related expedited service charge shall be agreed with the Customer and set out in an Order.

#### 6.2.3 Excess Usage Charges

There are a small number of locations where excess usage Charges may apply to the Service. In such cases, BT will charge the Customer an excess download Charge if the Customer's use of the Service exceeds the supplier's download limits. Details as to when this Charge applies will be set out in the quote for the Access Line, and the Charges will be applied every two (2) months, in arrears.

### 6.3 Re-configuration

All reconfiguration changes after the OSD must be agreed and documented in a new Order.

## 7 Service Levels

7.1 The Availability and Restore-Time (Resilience) Service Levels with associated Service Credits as set out in the General Service Schedule shall apply to all the elements of the Service within the SMB for locations where this is explicitly mentioned on the Order.

7.2 The Delivery Service Level as set out in the General Service Schedule shall not apply, but BT shall use commercially reasonable endeavours to meet the Indicative Delivery Date, to limit any non-availability, delay or degradation of the Service. Failure to meet these shall not constitute a material breach of the Agreement.