



BT VoIP On-Net Direct Access Service Schedule

BT Contract Reference:

Customer Contract Reference (optional):

PARTIES:	The Customer	BT Spain
Name or Corporate name	XXXXXXXXXXXX (hereinafter referred to as " The Customer ")	BT GLOBAL ICT BUSINESS SPAIN, S.L.U. (hereinafter referred to as " The Provider ", " Supplier " or " BT ")
Fiscal Address	XXXXXXXXXXXX	C/ María de Tubau 3, 28050 Madrid
Tax ID/VAT	XXXXXXXXXXXX	B- 88625496
Company Representative	XXXXXXXXXXXX NIF of representative (ID Number) XXXXXXXXXXXX Title: XXXXXXXXXXXX	Paul Rhodes NIF of representative (ID Number): X0.688.132-H Title: Legal representative

1 Definitions and Abbreviations

The following definitions shall apply, in addition to the definitions contained in the General Terms and Conditions.

"**Access Line**" means a circuit connecting a Site to the BT Network;

"**ATD**" means BT's supplier's Access Terminating Device;

"**BT Conferencing**" means the BT affiliate which provides the Service;

"**BT Equipment**" means Equipment (including any software, circuits and routers) placed by BT, or anyone acting on BT's behalf, at the Customer's premises to provide the On-Net Direct;

"**BT Meet Me/Global Access**" means an on-demand audio conferencing service provided under a separate BT service schedule;

"**BT MeetMe VoIP**" means an on-demand audio conferencing service provided under a separate BT service schedule;

"**BT MeetMe with Dolby**" means an on-demand audio conferencing service provided under a separate BT service schedule;

"**BT Network**" means the telecommunications network owned or leased by BT used to provide the Service;

"**BT NTE**" means a device where the Service is terminated at a Site;

"**BT Service Router**" or "**BTSR**" means a router provided by BT on the Customer premises;

"**Contact Telephone Number**" means the telephone number and name of a person, nominated by the Customer, for BT to contact to report the progress and clearance of a fault;

"**Contracted Maintenance Hours**" means the times when BT shall provide maintenance for BT Equipment. These shall be 24 hours per day, 7 days per week, 365 days per year unless stated otherwise;

"**EVC**" means an Ethernet Virtual Connection;

"**Local Contracted Business Hours**" means the times when maintenance of any Access Line is provided. These shall be 24 hours per day, 7 days per week, 365 days per year unless stated otherwise;

"**Planned Maintenance**" means any work that is planned in advance to be carried out by BT or on its behalf which causes the Service to be suspended;

"**Qualifying Fault**" means a fault resulting in a total loss of Service;

"**Service Management Boundary**" means the demarcation point up to which BT will manage the Service;

"**Service**" or "**On-Net Direct**" or "**BT Service**" means the on-net direct service described in Section 2 of this Service Schedule.

2 Service Description

On-Net Direct is an On-Net access connection between the Customer's premises and BT. The connection can be used for the BT MeetMe VoIP and BT MeetMe with Dolby services. BT Equipment will be installed at the Customer Site(s) to be exclusively used by BT to deliver the Service.

3 Service Implementation

3.1 Establishment of network connection for management and monitoring of conferencing services.

To provide the Service, specific tasks will be required to implement connectivity between the BT Network and the Customer's network:-

- (i) BT and the Customer will each provide an engineer who is able to discuss and agree the network access requirements that will be needed to enable BT to provide access for management and monitoring to the contracted conferencing services.



- (ii) Following this meeting BT will provide the Customer with a logical diagram of the agreed network solution.
- (iii) BT and the Customer will work together to facilitate the connection of the Customer's network with the BT Network.
- (iv) Once the BT Network and the Customer's network have been connected, BT will carry out network connectivity testing to ensure that connectivity is in place and that it is performing satisfactorily.

3.2 After the Customer has signed the Order BT will provide an indicative delivery date and (where applicable) BT will then conduct a Site survey.

The Operational Service Date occurs on successful completion of the BT Service turn up tests.

4 Network Circuits

- 4.1 The Customer or the Customer's network service provider will be responsible for taking delivery of a pre-configured router provided by BT (BT Equipment).
- 4.2 BT will perform the physical installation of the pre-configured router, including the racking, power and network connections to the device.
- 4.3 The BTSR will be provided by BT and remains the property of BT.
- 4.4 BT will install a BTSR in the Customer's premises. If the BTSR is installed then it will be managed and controlled by BT via a small channel reserved on the On-Net link as an integral part of the Service. This will require a management EVC/network. The BTSR will form the demarcation point of the BT On-Net Access. If a BTSR is not installed then the demarcation point of the On-Net Access will be the BT IP edge routers in the relevant BT data centres.
- 4.5 The Customer or the Customer's network service provider will be responsible for taking delivery of the pre-configured BTSR provided by BT. BT will perform the physical installation of the NTE and pre-configured BTSR. The Customer will make the necessary rack space available to accommodate the BT Equipment.

5 Fault Repair of the On-Net Direct Link

5.1 For BT Equipment the Customer must report a fault with On-Net Direct by telephoning the number specified in the BT Order Form or such other number as BT may from time to time provide to the Customer. When the Customer reports the fault the Customer will provide BT with a Contact Telephone Number to enable BT to advise on the progress being made to clear the fault.

For non BT Equipment it is the responsibility of the Customer to log and manage the fault with their network provider.

5.2 If BT detects or the Customer reports a fault, BT will do the following:

Network Faults BT will respond to reported faults without undue delay.

BT Equipment Faults if possible BT will fix the problem remotely. If necessary, BT or its supplier will visit the Site as soon as reasonably practicable during a Business Day.

BT is not responsible for rectifying any faults:-

- in any Customer, host or LAN application;
- in any cable, connector or interface between the BT Equipment and any Customer Equipment;
- in any equipment or device that is not provided by BT; or
- beyond the Service Management Boundary.

5.3 BT has the exclusive right to manage the configuration of BT Equipment.

5.4 In addition to maintenance performed during BT's regularly scheduled maintenance windows, BT may carry out Planned Maintenance from time to time. BT aims to inform the Customer at least;

- 7 days before scheduled hardware or software maintenance on the BT Network and/or BT Equipment,
- without undue delay for scheduled Access Line supplier maintenance.

6 Access to and Preparing the Premises for the On-Net Direct Link

6.1 The Customer agrees to prepare the Site before the On-Net Direct link is provided, according to any instructions BT may give, and provide BT with reasonable access to the Site.

6.2 When BT's work is completed, the Customer will also be responsible for putting items back and for any redecorating which may be needed.

7 Customer's Responsibilities

7.1 The Customer is responsible for managing the configuration of its Customer Equipment at its Site(s).



- 7.2 The Customer will provide the appropriate electrical power supplies (AC or DC supply) to support the On-Net Direct equipment, the BT NTE and any other equipment required to support the Service.
- 7.3 The Customer must provide adequate space at its Site to install the BT NTE and the ATD. The space for the BT NTE must be within reach of the ATD. Standard cable lengths provided by BT are 3 metres for optical cable and 10 metres for electrical cable. If the Standard cables are not long enough to connect the BT NTE to the ATD, the Customer is responsible for providing appropriate cabling to connect the BT NTE to the ATD. The Customer must advise BT if the distance between the BT NTE and the ATD exceeds the distance supported by the standard Access interface; in these circumstances the Customer must order the Access interface as specified by BT.
- 7.4 Where the Service is delivered to a third party host site, the Customer is responsible for arranging the extension of the connectivity of On-Net Direct from the third party room to the Customer Equipment location in the Site where the BT NTE is installed.
- 7.5 The Customer is responsible for any reconfiguration required to enable data traffic to be re-routed in the event of failure of On-Net Direct.
- 7.6 The Customer will provide BT with all reasonable assistance for BT to perform Service delivery and acknowledges that certain minimum technical requirements may be necessary. BT will inform the Customer in advance of these requirements.
- 7.7 The Customer will give BT the name(s) and contact details of the individual(s) who are authorised to act on behalf of the Customer for service management matters ("**Customer Contact**"). The Customer Contact will:
 - be available at all times and provide assistance and information during Service delivery;
 - report faults to the BT Help Desk using the reporting procedures notified by BT and be available for all subsequent fault management communications;
 - inform BT of changes to the information supplied when ordering the Service including any changes to the Customer Contact details.
- 7.8 The Customer will provide and maintain its own LAN and/or WAN and ensure that the LAN protocols and applications it uses will operate satisfactorily over WAN connections using the Service.
- 7.9 The Customer will provide, at its own cost, any necessary internal cabling between the BT Equipment and any Customer Equipment (including PBX).
- 7.10 The Customer is responsible for all network connections including connectors from the Customer's network into the pre-configured router provided by BT.
- 7.11 Except for IP addresses expressly registered in the Customer's name, all IP addresses, BT based domain names and telephone numbers made available with the Service shall at all times remain the property of BT or its suppliers and shall be non-transferable. All the Customer's rights to use such IP addresses, domain names or telephone numbers will cease on termination or expiration of the Service.

8 Charges and Payment Terms

- 8.1 Charges are set out on the Order and payment will be made in accordance with the General Terms and Conditions.
- 8.2 BT reserves the right to charge the Customer for:
 - (a) investigating Customer reported faults which are not Qualifying Faults and BT finds no fault or that the fault is outside the Service Management Boundary; and/or
 - (b) Restoring Service if the Service has been suspended.
- 8.3 Delivery of On-Net Direct is subject to a Site survey being carried out. If the Site survey shows that additional preparatory work needs to be carried out before BT can deliver the Service, then BT reserves the right to charge for the additional work subject to signature of a new Order reflecting the additional Charges for such additional work. In the event the Customer cannot agree on such new Order, then the Service shall be cancelled subject to the cancellation provisions as set out in the General Terms and Conditions.
- 8.4 BT may be required to increase bandwidth capacity for the Customer's On-Net Link(s) where it is deemed necessary to ensure continuity of service for the Customer's audio services. In such event BT shall timely inform the Customer of the need to increase bandwidth capacity. Parties shall then in good faith agree by a new Order on this required increase and any required additional charges or contract term changes that are required as a result of supplying increased bandwidth capacity. If no new Order can be agreed then in the event the Customer cannot agree on such new Order, then the Service shall be terminated subject to the termination provisions as set out in the General Terms and Conditions.

9 Service Levels

No Service Levels apply to this Service. Any target availability or response times given are indicative and given for information only.



10 Data Processing

- 10.1 Applicable terms. The Parties agree that it is anticipated that BT may receive or process Personal Data on behalf of the Customer as a Data Processor in connection to the Service or as a result of the provision of this Service. Any Customer Data is subject to the 'Data' clause as set out in the Agreement.
- 10.2 The nature and purpose of the Processing of Customer Personal Data. This Service enables the Customer to hold audio conference calls on-net, i.e. without breaking out to PSTN or other third party networks, where the Customer currently has a BT voice network. BT provides a managed platform that Processes basic personal information to enable the services selected by the Customer. BT also provides the Customer with access to a self-service capability and Personal Data such as user IDs and passwords are controlled by BT. Allocation of end user accounts is managed and controlled by the Customer. Due to the nature of the Service, Personal Data across all categories could be Processed, e.g.: included within collaboration session recordings but for these, the Customer is the data Controller. The Service generates call attendee reports that include users who are either the Customer contacts or Customer third parties.
- 10.3 The types of Customer Personal Data Processed by BT or its Sub-Processors or the Customer will be:
 - website or IP address;
 - name;
 - address;
 - telephone number;
 - email address;
 - job title;
 - company name;
 - contact records;
 - usage records (call, internet or router logs);
 - identity management – user profiles; and
 - call recordings;
- 10.4 The Customer Personal Data will concern the following categories of Data Subjects:
 - Customer employees;
 - Customer customers or third parties; and
 - any Data Subject (as controlled by the Customer).
- 10.5 These lists are not exhaustive as the Customer will specify what Customer Personal Data is processed.

In witness whereof, the Parties execute this document electronically, been effective from the date of the second signatory.

Customer [Include Complete Customer name]	BT Global ICT Business Spain, S.L.U.
Signed:	Signed:
(Authorised representative)	(Authorised representative)
(Name)	Paul Rhodes
Legal representative	Legal representative