



Ethernet Connect UK Schedule to the General Terms

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A NOTE ON 'YOU'

'You' and 'your' mean the Customer.

WORDS DEFINED IN THE GENERAL TERMS

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

Part A – The Service

1 SERVICE SUMMARY

- 1.1 BT will provide you with a WAN that will provide connectivity to your Sites over a VPN comprising of:
 - 1.1.1 the Standard Service Component; and
 - 1.1.2 any of the Service Options that are selected by you as set out in any applicable Order, (the “**Ethernet Connect Service**”).
- 1.2 Where you select the Ethernet Connect Service under the Managed Service from BT:
 - 1.3.1 Paragraph 11 of this Schedule will not apply and in such case Paragraph 11 of Managed Service from BT Schedule to the General Terms will apply; and
 - 1.3.2 Part C of this Schedule will not apply and in such case Part C of Managed Service from BT Schedule to the General Terms will apply.
- 1.3 Where you select Ethernet Connect Service under a Managed Service:
 - 1.3.1 Paragraph 11 of this Schedule will not apply and in such case Paragraph 4 of the Managed Service Schedule to the General Terms will apply.

2 STANDARD SERVICE COMPONENT

BT will provide you with the following standard service component (“**Standard Service Component**”) in accordance with the details set out in any applicable Order:

- 2.1 **Etherway Access Type:** you may select one of the following Etherway Access Types that will provide you with one or more dedicated Circuits to connect your Sites to the BT Network:
 - 2.1.1 Fibre;
 - 2.1.2 Copper;
 - 2.1.3 Superfast;
 - 2.1.4 Etherway Exchange Connect (In Building Handover); and
 - 2.1.5 Bespoke Access.

3 SERVICE OPTIONS

- 3.1 BT will provide you with any of the following options that are selected by you as set out in any applicable Order (“**Service Options**”), in accordance with the details set out in that Order:
 - 3.1.1 subject to Paragraph 7.1.4, Ethernet Connect E-Line; and
 - 3.1.2 Ethernet Connect E-LAN.
- 3.2 **Traffic Classes**

For both Ethernet Connect E-Line and Ethernet Connect E-LAN, you may select one of the following traffic classes to prioritise your traffic or you may opt for a mixture of the traffic classes over your dedicated Circuits, as set out in any applicable Order:

 - 3.2.1 Standard Traffic Class;
 - 3.2.2 Premium Traffic Class;
 - 3.2.3 Default CoS; or
 - 3.2.4 Multi CoS.
- 3.3 You may use a single EVC or multiple EVCs on both Ethernet Connect E-LAN and Ethernet Connect E-Line.
- 3.4 **Line Speeds**

For Etherway Access Types, BT will make types the following line speeds available to you:

- 3.4.1 Copper - 1Mb, 1.5Mb, 2Mb to 10Mb in 1Mb increments, higher speeds are also available from 1Mb to 35Mb in 1Mb increments, where the Site is close to the BT Exchange;
- 3.4.2 Fibre - 10Mb, 100Mb, 1Gb or 10Gb;
- 3.4.3 Etherway Exchange Connect - 1Gb or 10Gb;
- 3.4.4 Bespoke Access using a Data Centre - 1Gb or 10Gb;
- 3.4.5 Bespoke Access into Hull Area – 10Mb, 100Mb or 1Gb;
- 3.4.6 Bespoke Access OSA - 10GB;
- 3.4.7 Superfast – BT will inform you of the predicted line speeds for this Service Option which will be estimates only;
- 3.4.8 For Ethernet Connect E-Line EVC - from 200kb in various increments up to 10Gb; and
- 3.4.9 For Ethernet Connect E-LAN EVC - from 200kb in various increments up to 10Gb.
- 3.4.10 You may request an upgrade to your line speed anytime during the Minimum Period of Service or any Renewal Period for all Etherway Access Types but you may only request a downgrade to your line speed at the end of the Minimum Period of Service or Renewal Period.

4 SERVICE MANAGEMENT BOUNDARY

- 4.1 BT will provide and manage the Ethernet Connect Service as set out in Parts B and C of this Schedule and as set out in the Order up to the demarcation points as set out in the remainder of Paragraph 4 (“**Service Management Boundary**”).
- 4.2 For Ethernet Connect UK with Managed CPE, the Service Management Boundary is the LAN port on the Managed CPE. You are responsible for the cable connecting to the CPE owned by you.
- 4.3 BT will have no responsibility for the Ethernet Connect Service outside the Service Management Boundary.
- 4.4 BT does not make any representations, whether express or implied, about whether the Ethernet Connect Service will operate in combination with any Customer Equipment or other equipment and software.

5 ASSOCIATED SERVICES AND THIRD PARTIES

- 5.1 You will have the following services in place that will connect to the Ethernet Connect Service and are necessary for the Ethernet Connect Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - 5.1.1 for Superfast using fibre to the cabinet, a compatible PSTN Service; and
 - 5.1.2 where you have selected Bespoke Access Data Centre, connectivity between the Data Centre and the BT Network;
- 5.2 If BT provides you with any services other than the Ethernet Connect Service, including an Enabling Service, this Schedule will not apply to those services and those services will be governed by their separate terms.

6 SPECIFIC TERMS AND CONDITIONS

- 6.1 **Access Outside the BT Licenced Area**
 - 6.1.1 BT will only be responsible for providing you with the Ethernet Connect Service in the BT Licenced Area.
 - 6.1.2 BT may terminate or suspend any part of the Ethernet Connect Service, without Notice, if BT’s rights to provide the Ethernet Connect Service in the BT Licensed Area are terminated or suspended.
 - 6.1.3 BT cannot provide you with CAS-T accreditation for Bespoke Access in the Hull Area.
- 6.2 **Minimum Period of Service**
 - 6.2.1 At the end of the Minimum Period of Service, unless one of us has given Notice to the other of an intention to terminate the Ethernet Connect Service in accordance with the Contract, BT will continue to provide the Ethernet Connect Service and each of us will continue to perform our obligations in accordance with the Contract.
 - 6.2.2 If either of us gives Notice to the other of an intention to terminate the Ethernet Connect, BT will cease delivering the Ethernet Connect Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.
 - 6.2.3 BT may propose changes to this Schedule by giving you Notice at least 90 days before the end of the Minimum Period of Service or a Renewal Period (“**Notice to Amend**”).

- 6.2.4 Within 30 days of any Notice to Amend, you will provide BT Notice of your intention to:
- (a) agree to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
 - (b) request revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of that Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
 - (c) terminating the Contract at the end of the Minimum Period of Service or Renewal Period, as applicable.
- 6.2.5 If we have not reached agreement in accordance with Paragraph 6.2.4 by the end of the Minimum Period of Service or a Renewal Period, the terms of this Schedule will continue to apply from the beginning of the following Renewal Period unless you give Notice in accordance with Paragraph 6.2.4(c) or BT may give Notice of termination, in which case BT will cease delivering the Ethernet Connect Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period as applicable.

Part B – Service Delivery and Management

7 BT'S OBLIGATIONS

7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Ethernet Connect Service, BT:

- 7.1.1 will provide you with contact details for the helpdesk that you will be able to contact to submit service requests, report Incidents and ask questions about the Ethernet Connect Service (“**Service Desk**”);
- 7.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are notified to BT in writing. BT will not be liable if, as a result of any such compliance, BT is in breach of any of BT’s obligations under this Contract;
- 7.1.3 will, where applicable, arrange for any surveys to be conducted to confirm the availability of a suitable Access Line to the Sites. If the surveys identify that additional engineering work is required in order to provide a suitable Access Line to the Sites, BT may provide a new quote to you, detailing the additional Charges you will need to pay for the engineering work to be completed and:
 - (a) if you accept the new quote, BT will continue and the Order will be processed and will arrange for the additional engineering works to be carried out; or
 - (b) if you do not accept the new quote, BT will cancel your existing Order for the provision of the Ethernet Connect Service to the affected Sites and BT will have no obligation to provide the Ethernet Connect Service;
- 7.1.4 where you have selected Ethernet Connect E-Line with a bandwidth greater than 1GB, BT may carry out further surveys in order to ensure that BT can provide you with Ethernet Connect E-Line. Following these surveys, if:
 - (a) BT cannot provide Ethernet Connect E-Line to you, BT will let you know as soon as reasonably possible and BT will cancel your existing Order for Ethernet Connect E-Line to the affected Sites and BT will have no obligation to provide Ethernet Connect E-Line;
 - (b) BT can provide the Ethernet Connect E-Line but you have requested, or it is necessary, to provide the Ethernet Connect E-Line (wholly or partially) using non-standard methods, and as a result BT incurs a greater expense than normal, then BT may apply special terms (including Charges) in addition to or instead of any terms contained in this Contract;
 - (c) you do not agree to the special terms BT notifies you of in accordance with Paragraph 7.1.4(b), then you may give Notice to BT that you wish to terminate your existing Order for Ethernet Connect E-Line and within 14 days of BT receiving this Notice, BT will cancel your existing Order for the provision of Ethernet Connect E-Line and BT will have no obligation to provide Ethernet Connect E-Line;
- 7.1.5 will provide you with a date on which delivery of the Ethernet Connect Service (or each part of the Ethernet Connect Service, including to each Site) is due to start (“**Customer Committed Date**”) and will use commercially reasonable endeavours to meet any Customer Committed Date.

7.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.2.1 configure the Ethernet Connect Service;
- 7.2.2 conduct a series of standard tests on the Ethernet Connect Service to ensure that it is configured correctly;
- 7.2.3 on the date that BT has completed the activities in this Paragraph 7.2, confirm the Service Start Date to you; and
- 7.2.4 for Copper and Superfast, if BT determines during the standard tests that it is not possible to deliver the line speeds that you have selected in accordance with Paragraph 3.4.1 and 3.4.7, BT will cancel your existing Order for the provision of Copper or Superfast and BT will have no obligation to provide the line speeds you have selected for Copper or Superfast.

7.3 During Operation

On and from the Service Start Date, BT:

- 7.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if BT detects or if you report an Incident on the BT Network;
- 7.3.2 will work with the relevant supplier to restore the Ethernet Connect Service as soon as practicable during Local Contracted Business Hours if BT detects, or if you report an Incident on the Access Line; and

- 7.3.3 may carry out Maintenance from time to time and will endeavour to inform you:
- (a) at least five Business Days before any Planned Maintenance on the BT Network or BT Equipment, however you agree that BT may inform you with less notice than normal where emergency Maintenance is required; or
 - (b) without undue delay for scheduled Access Line maintenance.

7.4 The End of the Service

On termination of the Ethernet Connect Service by either one of us, or expiry, BT:

- 7.4.1 will provide configuration information relating to the Ethernet Connect Service provided at the Sites in a format that BT reasonably specifies; and
- 7.4.2 may disconnect and remove any BT Equipment located at the Sites.

8 YOUR OBLIGATIONS

8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Ethernet Connect Service by BT, you will:

- 8.1.1 provide BT with access to any Sites during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Ethernet Connect Service;
- 8.1.2 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;
- 8.1.3 in jurisdictions where an employer is legally required to make such disclosure to its employees or Users:
- (a) inform your employees and Users that as part of the Ethernet Connect Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by your employees or Users; and
 - (b) ensure that your employees and Users have consented or will be deemed to have consented to such monitoring and reporting (if such consent is legally required), agree that BT will not be liable for any failure by you to comply with this instruction and indemnify BT from and against any Claims or action brought by your employees or Users against BT arising out of the delivery of the Ethernet Connect Services by BT.
- 8.1.4 provide and maintain your own LAN and WAN and ensure that the LAN protocols and applications you use will be compatible with the Ethernet Connect Service and will operate satisfactorily over WAN connections using the Ethernet Connect Service;
- 8.1.5 prepare and maintain the Site for the installation of BT Equipment and supply of the Ethernet Connect Service, including, without limitation:
- (a) provide a suitable and safe operational environment for any BT Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and in accordance with applicable installation standards;
 - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers and provide any openings in buildings required to connect BT Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance Services and carry out afterwards any work that may be required to make good any cosmetic damage caused during the installation or maintenance Services;
 - (c) provide a secure, continuous power supply at the Site for the operation and maintenance of the Ethernet Connect Service and BT Equipment at such points and with such connections as BT specifies. In order to mitigate any Service interruption resulting from failure in the principal power supply, you will provide back-up power with sufficient capacity to conform to the standby requirements of the applicable British standards; and
 - (d) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate.

8.2 Service Operation

On and from the Service Start Date, you will:

- 8.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 8.2.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and will be available for all subsequent Incident management communications;

- 8.2.3 monitor and maintain any Customer Equipment connected to the Ethernet Connect Service or used in connection with the Ethernet Connect Service;
 - 8.2.4 be responsible for the maintenance of any internal cabling;
 - 8.2.5 ensure that any Customer Equipment that is connected to the Ethernet Connect Service or that you use, directly or indirectly, in relation to the Ethernet Connect Service is:
 - (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the Ethernet Connect Service and will not harm or damage BT Equipment, the BT Network, or any of BT's supplier's or subcontractor's network or equipment; and
 - (d) approved and used in accordance with relevant instructions and Applicable Law;
 - 8.2.6 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
 - 8.2.7 connect Customer Equipment to the Ethernet Connect Service only by using the NTE at the Sites;
 - 8.2.8 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Ethernet Connect Service;
 - 8.2.9 maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User;
 - 8.2.10 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Ethernet Connect Service and:
 - (a) inform BT immediately if a User ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (b) take all reasonable steps to prevent unauthorised access to the Ethernet Connect Service; and
 - (c) satisfy BT's security checks if a password is lost or forgotten;
 - 8.2.11 if BT requests you to do so in order to ensure the security or integrity of the Ethernet Connect Service, change any or all passwords or other systems administration information used in connection with the Ethernet Connect Service;
 - 8.2.12 ensure that the maximum number of Users that you authorise to access and use the Ethernet Connect Service ("**Authorised Users**") will not exceed the permitted number of User identities set out in the Order; and
 - 8.2.13 not allow any Authorised User subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual Authorised User, in which case you will ensure the prior Authorised User will no longer have any right to access or use the Ethernet Connect Service.
- 8.3 The End of the Service**
- On termination of the Ethernet Connect Service by either one of us, or expiry you will:
- 8.3.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Sites;
 - 8.3.2 disconnect any Customer Equipment from BT Equipment located at the Sites;
 - 8.3.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
 - 8.3.4 arrange for any BT Equipment located at the Sites to be returned to BT; and
 - 8.3.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

9 NOTIFICATION OF INCIDENTS

Where you become aware of an Incident:

- 9.1 the Customer Contact will report it to BT's Service Desk;
- 9.2 BT will give you a unique reference number for the Incident ("**Ticket**"); and
- 9.3 BT will inform you when BT believes the Incident is cleared, and will close the Ticket when:
 - 9.3.1 you confirm that the Incident is cleared within 24 hours of being informed; or
 - 9.3.2 BT has attempted unsuccessfully to contact you, in the way agreed between both of us, in relation to the Incident and you have not responded within 24 hours of BT's attempt to contact you.

- 9.4 If you confirm that the Incident is not cleared within 24 hours of being informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.

10 INVOICING

- 10.1 BT will invoice you for the Charges for the Ethernet Connect Service as set out in Paragraph 10.2 in the amounts and currency specified in any applicable Order.
- 10.2 Unless stated otherwise in an applicable Order, BT will invoice you for:
- 10.2.1 Installation Charges, on the Service Start Date (or monthly in arrears prior to the Service Start Date for any work carried out where the planned installation period is longer than one month);
 - 10.2.2 where you select Ethernet Connect E-Line and Ethernet Connect E-LAN, a one time activation Charge which will appear on your first invoice;
 - 10.2.3 Recurring Charges, except Usage Charges, quarterly or monthly in advance on the first day of the relevant month (or as otherwise stated in an Order). For any period where the Ethernet Connect Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
 - 10.2.4 Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates;
 - 10.2.5 De-installation Charges within 60 days of de-installation of the Ethernet Connect Service; and
 - 10.2.6 any Termination Charges incurred in accordance with Paragraph 11 upon termination of the relevant Ethernet Connect Service.
- 10.3 BT may invoice you for any of the following Charges in addition to those set out in the Order:
- 10.3.1 Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
 - 10.3.2 Charges for commissioning the Ethernet Connect Service as set out in Paragraph 7.2 outside of Business Hours;
 - 10.3.3 Charges for restoring the Ethernet Connect Service if the Ethernet Connect Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
 - 10.3.4 Charges for cancelling the Ethernet Connect Service in accordance with Clause 16 of the General Terms;
 - 10.3.5 Charges for expediting provision of the Ethernet Connect Service at your request after you have been informed of the Customer Committed Date; and
 - 10.3.6 any other Charges or fees set out in any applicable Order or as otherwise agreed between both of us.
- 10.4 BT will invoice you for the Charges for the Ethernet Connect Service as set out in Paragraph 10.2 in the amounts and currency specified in any Orders.

11 CHARGES AT THE END OF THE CONTRACT

- 11.1 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or any Ethernet Connect Service for convenience, you will pay BT:
- 11.1.1 all outstanding Charges for Service rendered;
 - 11.1.2 De-installation Charges;
 - 11.1.3 any remaining Charges outstanding with regard to BT Equipment; and
 - 11.1.4 any other Charges set out in the Order.
- 11.2 In addition to the Charges set out at Paragraph 11.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT:
- 11.2.1 for any parts of the Ethernet Connect Service that were terminated during the first 12 months of the Minimum Period of Service, Termination Charges, as compensation, equal to:
 - (a) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service;
 - (b) 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months, of the Minimum Period of Service; and
 - (c) any waived Installation Charges or activation Charges.
 - 11.2.2 for any parts of the Ethernet Connect Service that were terminated after the first 12 months of the Minimum Period of Service or during a Renewal Period, Termination Charges, as compensation, equal to 20 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or the Renewal Period.

12 IP ADDRESSES, DOMAIN NAMES AND TELEPHONE NUMBERS

- 12.1 Except for IP Addresses expressly registered in your name, all IP Addresses and Domain Names made available with the Ethernet Connect Service will at all times remain BT's property or the property of BT's suppliers and will be non-transferable. All of your rights to use such IP Addresses or Domain Names will cease on termination or expiration of the Ethernet Connect Service.
- 12.2 BT cannot ensure that any requested Domain Name will be available from or approved for use by the Internet Registration Authorities and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.
- 12.3 You warrant that you are the owner of, or are authorised by the owner of the trade mark or name that you wish to use as a Domain Name.
- 12.4 You are responsible for all fees associated with registration and maintenance of your Domain Name, and will reimburse BT for any and all fees that BT pays to any Internet Registration Authorities, and thereafter be responsible for paying such fees directly to the relevant Internet Registration Authorities.

13 ACCESS TO EMERGENCY SERVICES

BT will not provide the ability for Users to call the emergency services by dialling "999" or "112" and you will make alternative arrangements for Users, including the maintenance of a fixed telephone number.

14 BT EQUIPMENT

BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.

15 WEEE DIRECTIVE

- 15.1 You will comply with Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("WEEE Directive") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("WEEE").
- 15.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 15 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 15.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.

Part C – Service Levels

16 ON TIME DELIVERY

16.1 On Time Delivery Service Level

BT will deliver the Ethernet Connect Service on or before the Customer Committed Date (“**On Time Delivery Service Level**”).

16.2 On Time Delivery Service Credits

If BT does not meet the On Time Delivery Service Level then you will receive a reduction in the applicable Installation Charges for each affected part of the Ethernet Connect Service as set out below for each day after the Customer Committed Date until the Service Start Date:

| Number of Business Days since the Customer Committed Date | Reduction in Installation Charges |
|---|-----------------------------------|
| 1-10 | 5% |
| 11-15 | 10% |
| 16-20 | 15% |
| More than 20 | 20% |

16.3 Exception

The On-Time Delivery Service Level does not apply to upgrades or changes to the Ethernet Connect Service, unless these require the installation of new components and have an agreed delivery date, in which case the Customer Committed Date will be that agreed delivery date.

16.4 Availability Service Level

16.4.1 From the Service Start Date, BT will provide the Ethernet Connect Service with the following service care levels available for the relevant Access Line that you have selected and as set out in any Order (“**Availability Service Level**”):

| Service Care Level | Description | Etherway Access Type |
|----------------------|--|---|
| Enhanced Care | BT will aim to repair a Qualifying Incident within 20 hours after you report it to BT in accordance with Paragraph 9. | 1. Superfast – FTTP only. |
| Express Care | BT will aim to repair a Qualifying Incident within seven hours after you report it to BT in accordance with Paragraph 9. | 1 Superfast – FTTC only. 2. Etherway Exchange Connect (In Building Handover); or 3. Copper. |
| Total Care | BT will aim to respond to a Qualifying Incident within four hours and repair a Qualifying Incident within five hours of you reporting the Incident to BT in accordance with Paragraph 9. | 1. Fibre. 2. Bespoke Access using OSA (as defined in Bespoke Access). |

16.4.2 BT will measure the Availability Downtime in units of full minutes during the Local Contracted Business Hours for Access Line Incidents and during the Contracted Maintenance Hours for BT Equipment Incidents.

16.4.3 For each hour or part hour that BT fails to meet the Availability Service Level, a Service Credit of 15% of the monthly Recurring Charges will be applied up to a maximum of 100% of the Recurring Charges for the affected Etherway Access Type.

16.5 Payment of Service Credits

16.5.1 BT will issue you with the applicable Service Credits by deducting those Service Credits from your invoice within two billing cycles of the request being received and following termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Service Credits in a reasonable period of time.

16.5.2 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.

16.5.3 The Service Levels under this Schedule will not apply:

- (a) in the event that Clause 8 or Clause 23 of the General Terms applies; and
- (b) during any trial period of the Ethernet Connect Service.

Part D – Defined Terms

17 DEFINED TERMS

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule):

“**Access Line**” means a Circuit connecting a Site to the BT Network.

“**Availability Downtime**” means the period of time during with a Qualifying Incident exists as measured by BT in accordance with Paragraph **Error! Reference source not found.**

“**Bespoke Access**” means a bespoke Etherway Access Type that you may opt for in one of the following three ways:

(1) “**Bespoke Access using OSA**” to deliver a highly flexible, high bandwidth access. This Etherway Access Type contains the following configuration parameters:

- (a) resilience: you may select one of the following resilience options:
 - (i) Standard Access Configuration;
 - (ii) Diverse Resilience; or
 - (iii) Diverse Plus;
- (b) port configurations: you may select one of the following port configurations options:
 - (i) VLAN Aware; or
 - (ii) Port Based;

(2) “**Bespoke Access using a Data Centre**”: you may select a Port only Service in selected Data Centres around the UK replacing the need for individual EAD Circuits. This Etherway Access Type contains the following configuration parameters:

- (a) resilience: BT will provide you with Standard Access Configuration;
- (b) port configurations: BT will provide you with a Port Based configuration; and

(3) “**Bespoke Access in Hull Area**”: BT does not provide the Ethernet Connect Service in the Hull Area but can provide you with access to:

- (a) a 21CN 7750 switch; and
- (b) alternative local access circuits that you can purchase from other telecommunications providers.

This Etherway Access Type contains the following configuration parameters:

- (a) resilience: BT will provide you with Standard Access Configuration;
- (b) port configurations: you may select one of the following port configurations options:
 - (i) VLAN Aware; or
 - (ii) Port Based;

“**BT Exchange**” means one of BT’s exchange buildings containing equipment for connecting telephone calls.

“**BT Licenced Area**” means all of the areas in UK where the BT Network has coverage.

“**Business Hours**” means between the hours of 0800 and 1700 in a Business Day.

“**CAS-T**” means the UK government’s Communications Electronic Security Group Assured Service (Telecoms) Scheme.

“**CDR**” is the standard class of service configured so that there is a mixture of guaranteed and non-guaranteed traffic within the connection.

“**Circuit**” means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided as part of the Ethernet Connect Service.

“**Class of Service**” or “**CoS**” means class of service, which is a categorisation of traffic based on a process for managing a network by giving certain types of traffic priority over others.

“**Contracted Maintenance Hours**” means the times during which BT will provide maintenance for BT Equipment, which will be Business Hours unless specified otherwise in the Order.

“**Copper**” means a copper Etherway Access Type that contains the following configuration parameters:

- (a) resilience: BT will provide you with Standard Access Configuration;
- (b) port configurations: you may select one of the following port configurations options:
 - (i) VLAN Aware; or
 - (ii) Port Based;

“**CPE**” means Customer Premises Equipment which is any equipment (including Software embedded in or run on such equipment), whether BT Equipment, Purchased Equipment, Supplied Equipment or equipment owned by you, 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 you to BT.

“**Customer Committed Date**” has the meaning given in Paragraph 7.1.5.

“**Customer Equipment**” means any equipment and any software, other than BT Equipment, used by you in connection with a Service.

“**Data Centre**” means a secure site which houses a large group of networked computer servers used for the remote storage, processing, or distribution of large amounts of data.

“**De-installation Charges**” means the Charges payable by you on de-installation of the Ethernet Connect Service that will be equal to the then current rates for Installation Charges on the date of de-installation.

“**Default CoS**” means a type of traffic class that is used to define priority traffic that goes across the Ethernet Connect Service. Frames are carried across a single BT core network queue. You can mark each Frame with two priority markings.

“**Diverse Resilience**” means a resilience option that provides you with two separate circuits connected to a single PoP on separate NTE. Each circuit can be a different bandwidth and both circuits can be used simultaneously. BT will not provide you with controlled traffic switching in the event of Service failure.

“**Diverse Plus**” means a resilience option that provides you with two separate circuits connected to two separate PoPs on separate NTE. Each circuit can be a different bandwidth and both circuits can be used simultaneously. BT will not provide you with controlled traffic switching in the event of Service failure.

“**Domain Name**” means a readable name on an Internet page that is linked to a numeric IP Address.

“**Dual LC**” means a single connector which both transmits and receives connections.

“**DWDM**” means dense wavelength division multiplexing technology that puts data from different sources together on an optical fibre, with each signal carried at the same time on its own separate light wavelength.

“**EAD Circuits**” means BT’s ethernet access direct circuits.

“**Enabling Service**” has the meaning given in Paragraph 5.1.

“**Ethernet**” means a family of computer networking technologies for LANs.

“**Etherway**” means the dedicated access service connecting your Sites to the BT Network.

“**Etherway Access Type**” means the type of Etherway that you require to access the Ethernet Connect Service as set out in Paragraph 2.1.

“**Ethernet Connect E-LAN**” means a Service Option that provides you with connectivity between an Etherway and LAN to give you the ability to connect Sites together and to transmit data between those Sites. BT will provide you with a fully meshed, ‘any to any’ configuration that will connect NTE at each Site to NTE at all of your other designated Sites.

“**Ethernet Connect E-Line**” means a Service Option that provides you with end to end connectivity between NTE at the Sites to give you the ability to connect and transmit data between more than one of your Sites through a VPN. You can opt for the following transmission types:

- (a) point to point – BT will connect NTE at your site A to NTE at your site B; or
- (b) point to multipoint - BT will connect NTE at your site A to NTE at your site B and NTE at your site A to NTE at your site C.

“**Ethernet Connect Service**” has the meaning given in Paragraph 1.

“**Etherway Exchange Connect (In Building Handover)**” means an Etherway Access Type that you can select if your designated Site is within the multi user access area of the BT Exchange and you have given BT details of that Site. This Etherway Access Type contains the following configuration parameters:

- (a) resilience: BT will provide you with Standard Access Configuration;
- (b) port configurations: you may select one of the following port configurations options:
 - (i) VLAN Aware; or
 - (ii) Port Based;

“**EVC**” means an Ethernet virtual connection which is configured to provide a virtual path over the BT Network between your selected Sites.

“**Fibre**” means a fibre Etherway Access Type that contains the following configuration parameters:

- (a) resilience: you may select one of the following resilience options:
 - (i) Standard Access Configuration;
 - (ii) Protected Resilience Configuration;
 - (iii) Diverse Resilience; or
 - (iv) Diverse Plus;

- (b) port configurations: you may select one of the following port configurations options:
- (i) VLAN Aware; or
 - (ii) Port Based;

"Frames" means units of Ethernet layer data.

"FTTC" means fibre to the cabinet.

"Hull Area" the area defined as the 'Licensed Area' in the licence granted on 30 November 1987 by the Secretary of State under section 7 of the Telecommunications Act 1984 to Kingston upon Hull City Council and Kingston Communications (Hull) plc.

"Incident" means an unplanned interruption to, or a reduction in the quality of, the Ethernet Connect Service or particular element of the Ethernet Connect Service.

"Installation Charges" means those Charges set out in the Order in relation to installation of the Ethernet Connect Service, Customer Equipment or BT Equipment as applicable.

"Integrated Services Digital Network" or **"ISDN"** means a set of communication standards for simultaneous digital transmission of voice, video, data, and other network services over the traditional circuits of the PSTN.

"Internet" means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

"Internet Protocol" or **"IP"** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

"Internet Registration Authority" means an internationally recognised organisation that logs the registered owners of Domain Names and manages Domain Name registries for the country or international community that it represents.

"IP Address" means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

"K Com" means KCOM Group PLC, a company registered in England under company number 2150618, with registered address 37 Carr Lane, Hull HU1 3RE and who is a communication provider in the Hull Area.

"Local Area Network" or **"LAN"** means the infrastructure that enables the ability to transfer IP services within Sites (including data, voice and video conferencing services).

"Local Contracted Business Hours" means the times during which maintenance of any Access Line is provided, which will be Business Hours unless specified otherwise in the Order.

"Managed Service" means a managed voice or/and data telecommunications service. Management services are provided as an overlay to the following services to provide a fully managed solution:

- (a) Wide Area Network (WAN);
- (b) Local Area Network (LAN);
- (c) Unified Communications (UC).

"Managed Service Schedule to the General Terms" means a Service Schedule for Managed Services that can be found at <https://www.globalservices.bt.com/en/terms-and-conditions>.

"Managed Service from BT" means a managed voice or/and data telecommunications service. Management services are provided as an overlay to the following services to provide a fully managed solution:

- (a) Wide Area Network (WAN);
- (b) Local Area Network (LAN);
- (c) IP Telephony (IPT);
- (d) Security;
- (e) Applications such as Microsoft Services and AAI.

"Managed Service from BT Schedule to the General Terms" means a Service Schedule for Managed Service from BT that can be found at <https://www.globalservices.bt.com/en/terms-and-conditions/managed-service-from-bt-terms-and-conditions>

"Minimum Period of Service" means, in relation to the Ethernet Connect Service, the period of 12 consecutive months beginning on the Service Start Date, unless otherwise set out in an Order. The Minimum Period of Service for each of the Service Options is a period of one month, calculated from the Service Start Date.

"Monthly Charges" means the monthly Recurring Charges for the Ethernet Connect Service and the sum of the Usage Charges for the three full previous months divided by three.

"Multi CoS" means a type of traffic class that is able to prioritise data across the Ethernet Connect Service. Frames are carried across three BT Network queues according to their priority markings.

“Network Terminating Equipment” or **“NTE”** means the BT Equipment used to provide the Ethernet Connect Service, either at the point of connection between the BT Network and the Access Line, or provided at the Sites for connection to the Network Terminating Unit.

“Network Terminating Unit” or **“NTU”** means the socket where your wiring, equipment or existing qualifying data service is connected to the Access Line.

“OSA” means optical spectrum access on a DWDM bearer between a Site and the 21C Ethernet PoP.

“On Time Delivery Service Level” has the meaning given in Paragraph 16.1.

“Peak Data Rate” or **“PDR”** means the ability for you to utilise the full bandwidth on your chosen Etherway Access Type.

“Planned Maintenance” means any Maintenance BT has planned to do in advance.

“Point of Presence” or **“PoP”** means an artificial demarcation point or interface point between communicating entities where the entities build a connection with each other.

“Port” means the point where the Etherway Access Type is connected to the BT Network.

“Port Based” means the port configuration feature that allows a single EVC to run over the Ethernet Connect Service.

“Premium Traffic Class” means a traffic class that is configured so that the CDR is equal to the PDR which is equal to the Service bandwidth. All the traffic within the Ethernet Connect Service has equal priority.

“Protected Resilience Configuration” means a resilience option that provides you with two paths from your Site to the BT Network. The primary path carries your traffic on a day to day basis and the failover path carries your traffic in the event of failure on the primary path. If the primary path fails, BT will automatically re-route traffic over the failover path without any intervention from you. BT will monitor this resilience option to make sure that the paths remain diverse. Both of the primary and failover paths will be the same speed and will terminate on the same node but you will not use the failover path at any time other than during a failure of the primary path.

“PSTN” or **“Public Switched Telephone Network”** means the concentration of the world’s public circuit switched telephone networks.

“Qualifying Incident” means an Incident, except where any of the following events have occurred:

- (a) the Ethernet Connect Service has been modified or altered in any way by you, or by BT in accordance with your instructions;
- (b) Planned Maintenance;
- (c) you have performed any network configurations that BT did not approve;
- (d) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests; or
- (e) you requested BT to test the Ethernet Connect Service at a time when no Incident has been detected or reported.

“Recurring Charges” means the Charges for the Ethernet Connect Service or applicable part of the Ethernet Connect Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in the Order.

“Renewal Period” means for each Ethernet Connect Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

“Service Desk” has the meaning given in Paragraph 7.1.1.

“Service Management Boundary” has the meaning given in Paragraph 4.1.

“Site” means a location at which the Ethernet Connect Service is provided.

“Standard Access Configuration” means a resilience option that provides you with a single physical path from your Site to the BT Network. This resilience option provides you with no automatic resilience against failure.

“Standard Traffic Class” means a type of traffic class that is configured so that the CDR is set at 20 per cent of the PDR, and PDR is equal to the Service bandwidth. Traffic exceeding the CDR rate will be allowed into the BT Network up to a maximum value of PDR but the extent of this access will be dependent upon availability of space.

“Superfast” means the superfast Etherway Access Type that is delivered over either a fibre connection to your Site or over a PSTN line connection from the nearest equipped cabinet served by fibre from the BT Exchange. This Etherway Access Type contains the following configuration parameters:

- (a) resilience: BT will provide you with Standard Access Configuration;
- (b) port configurations: you may select one of the following port configurations options:
 - (i) VLAN Aware; or
 - (ii) Port Based.

“Termination Charges” means those Charges incurred in accordance with Paragraph 11.

“Ticket” has the meaning given in Paragraph 9.2.

“Usage Charges” means the Charges for the Ethernet Connect Service or applicable part of the Ethernet Connect Service that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number of agents using

the Ethernet Connect Service, or the number of minutes the Ethernet Connect Service was used for) with the relevant fee that is specified in the Order.

"VLAN Aware" means the port configuration feature that allows multiple EVCs to run over the Ethernet Connect Service.

"VPN" or **"Virtual Private Network"** means a network that appears private to your Users while being provided over network infrastructure that is shared with BT's other customers. Unless otherwise agreed in writing, your communications over your VPN are restricted to those Sites belonging to your VPN.

"WAN" means wide area network that is the infrastructure that enables the transmission of data between Sites.

"WEEE" has the meaning given in Paragraph 15.1.

"WEEE Regulations" has the meaning given in Paragraph 15.1.