



# BT IP Connect Global Schedule to the General Terms

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## A note on 'you'

'You' and 'your' mean the Customer.

Phrases that refer to 'each of us', 'both of us', 'either one of us', 'either of us' or 'we both' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.

## Part A – The Service

### 1 Service Summary

- 1.1 BT will provide you with a private, global IP-based Virtual Private Network (“**VPN**”) service based on multi-protocol label switching (“**MPLS**”) technology that provides you 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 and the ability to create a private, secure VPN(s) for you so that any Site within your IP VPN can directly communicate with any other Site in the same IP VPN, comprising:
  - 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 “**Service**”).
- 1.2 Where you select BT IP Connect Global (MPLS) under the Managed Service from BT:
  - 1.2.1 Paragraph 7 of this Schedule will not apply and in such case Paragraph 7 of the Managed Service from BT Schedule to the General Terms will apply; and
  - 1.2.2 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 BT IP Connect Global (MPLS) under a Managed Service:
  - 1.3.1 Paragraph 7 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 Components

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

- 2.1 **Access Line**
  - 2.1.1 BT, or BT’s agent, 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 you 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 your applications. The Customer may opt to Order the DSL and Ethernet (EFM) Access via the IP Connect Self Service Portal.
  - 2.1.2 The Access Line options available, as further described in the rest of this Paragraph 2.1, are:
  - 2.1.3 **Leased Line Access**

Leased Line Access is a dedicated Circuit from a Site to the nearest BT Network PoP, and is capable of carrying all Classes of Service (CoS).
  - 2.1.4 **DSL**
    - (a) If DSL is selected in the Order, BT will provide you with one of the following DSL packages, as set out in the Order:
      - (i) Business DSL Premium;
      - (ii) Business DSL Plus;
      - (iii) Business DSL Standard (Managed Routers are mandatory); or
      - (iv) Basic DSL (see Paragraph 2.1.5 for further detail).
    - (b) The Port speed is set to the DSL speed, and traffic may burst to the Access Line speed if bandwidth is available. The Contention Ratio limits the typical Throughput.
    - (c) In some locations in the UK, DSL is supplied using 'rate adaptive' broadband technology, which does not run at fixed speeds and is determined by the fastest speed that your analogue direct exchange line can support. BT will have no liability to you for failing to reach any specific speeds.



- (d) Following the Service Start Date, for a period of up to 10 Business Days, BT will undertake dynamic line management to stabilise the line at the most appropriate speed. During this time short outages may occur, which are excluded from BT's Availability calculations.
- (e) If you provide DSL Access, you are 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.
- (f) 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.
- (g) DSL Orders are subject to survey to determine if BT's supplier can deliver the DSL. If the initial enquiry shows that the Service is available but is later found to be undeliverable, BT will inform you of alternative access options and prices. Under this circumstance, you may order an alternative or cancel the Order for that Site.
- (h) If this happens at either five Sites or 20 per cent of Sites (whichever is greater), then you may either order alternative Access Line types or cancel the entire Order for all Sites. Under these circumstances, you will pay Charges for work already performed by BT to deliver Services to all Sites as set out in the Order, and for termination of any Service already delivered.

### 2.1.5 Basic DSL

- (a) In addition to the provisions set out in Paragraph 2.1.4, the following provisions apply to Basic DSL:
  - (i) Basic DSL is connected to the BT Network via HVPN or DSL gateways;
  - (ii) As Basic DSL bundles are fixed, you accept there is no option to change the speeds, Class of Service values, bundled Routers or the products of the local third party supplier;
  - (iii) Managed Routers are mandatory for all Basic DSL Sites. BT or the third party Access Line /CPE supplier can manage the Routers; and
  - (iv) 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 Paragraph 3.1.1 of this Schedule.

### 2.1.6 Ethernet

- (a) There are three Ethernet options:
  - (i) Standard Ethernet Access;
  - (ii) Ethernet Plus Access; and
  - (iii) Premium Ethernet Access.
- (b) Standard Ethernet Access has a Contention Ratio of 10:1 – 50:1 and is suitable for DE Class (in accordance with Paragraph 2.4.2(c)).
- (c) Ethernet Plus Access has a Contention Ratio <10:1 and is suitable for AF Class and DE Class (in accordance with Paragraphs 2.4.2(b) and 2.4.2(c)).
- (d) Premium Ethernet Access provides a dedicated Ethernet access Circuit connecting a Site to the BT Network. It is suitable for all CoS. The following limitations apply:
  - (i) framing overheads will reduce IP Throughput, by an average of 9 per cent (depending on CoS profile and average packet size) of the “**headline**” access speed; and
  - (ii) maximum EF Class traffic (in accordance with Paragraph 2.4.2(a)) is 50 per cent of Port speed.

### 2.1.7 HVPN

- (a) HVPN requires the use of Managed Routers. An IPsec Tunnel is created from a Managed Router at a Site to a secure network gateway to the BT Network. You may access its VPN at the HVPN Port speed as set out in the Order.
- (b) You may either provide your own broadband (“**Customer Provided Access**” or “**CPA**”), or BT may provide the broadband (“**BT Provided Access**”). For CPA, you will provide an ISP-supplied modem at your own expense. Both the upstream and downstream broadband speed must be greater than, or equal to, the HVPN Port speed.
- (c) For new Orders at a Site, one Managed Router is required. If you replace an existing access method with HVPN, it may be necessary either to replace an existing Managed Router, or to add an additional Managed Router, for which you agree to pay, and to pay for any installation and De-installation Charges.
- (d) The Split Tunnelling feature includes two related capabilities:
  - (i) **IBO** – IBO will provide a way for you to give restricted access to the Internet from the VPN site via the HVPN CPE. The Internet traffic is presented on your 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

- (ii) **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 you to provide internet access without the cost of additional hardware.

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

### 2.1.8 BT Reach-In NNI

- (a) BT Reach-In NNI is a private, in-country IP-based VPN service delivered over a third party network that extends the reach of your IP Connect Global network.
- (b) The BT Network is interconnected with BT's suppliers' networks in certain countries. You may access its MPLS network via BT's supplier's IP VPN service via these interconnections.
- (c) BT Reach-In NNI consists of an Access Line, CoS, Port(s) and either Unmanaged BT Routers, Unmanaged Customer Routers, or Managed Router(s) at each Site. You may order different configurations to provide the required level of resilience at the Site.
- (d) BT will provide the Access Line from the Site to a Port on a node in BT's supplier's network using one of the following, as set out in the Order:
  - (i) Leased Line;
  - (ii) Premium Ethernet;
  - (iii) Business DSL Premium; or
  - (iv) Basic DSL.
- (e) Managed Routers, Unmanaged BT Routers and Unmanaged Customer Routers connected to BT's supplier's network must conform to the CoS markings and classes available on BT's supplier's network. Managed Routers will perform CoS mapping and re-mark traffic from BT's standard six CoS (on the LAN side of the Managed Router) to the supplier-specific CoS. Customer Data will not be re-marked as it transits your supplier's network.

### 2.1.9 Fast Turn-up Service

- (a) The Fast Turn-up Service enables you to connect a Site(s) to the BT Network through the rapid deployment of a Gateway Device with access from a Site. This rapid deployment and configuration means it is useful for providing temporary connectivity to a Site.
- (b) The Fast Turn-up Service consists of the following service standard components in the configuration, as set out in the Order.
  - (i) **Mobile Service Managed Gateway Device** – Gateway Devices are sold to you in accordance with the provisions of Paragraph 15.5 of this Schedule. Hardware and associated software located at a Site that provides 10/100Mb Ethernet presentation to your remote LAN and transmits and receives mobile data signals via GPRS, 3G or other data transmission standards using a mobile network ("**Gateway Device**").
  - (ii) **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 our consent and in accordance with prevailing industry rules and processes.
  - (iii) **Backhaul network** – A VPN connection over the BT Network which enables your data traffic to transit from the mobile network to your existing Service.
  - (iv) **Service reconfiguration** – In order to provide the Fast Turn-up Service, BT will need to reconfigure your existing Service to enable the Fast Turn-up Service to interconnect with your existing IP Connect Global VPN service.
  - (v) **Antenna** – An ancillary device that is positioned remotely from the Gateway Device which may improve the mobile signal.

### 2.1.10 VSAT

- (a) VSAT access enables you to connect a Site to the BT Network. VSAT access is delivered using OSI Layer 2 technology over satellite technology. The BT Purchased Equipment at your Site(s) will be connected to Earth Stations, which will be onward connected to the BT Network.
- (b) VSAT access consists of the following service standard components, as set out in the Order.



- (i) BT Purchased Equipment in the form of Satellite Modems and Antennas. You will ensure any equipment is protected against damage due to over voltage, surges, and extreme environmental conditions;
    - (ii) Cabling will be provided between the Antenna and BT Purchased Equipment;
    - (iii) Satellite specific licences allowing operation of the VSAT access at your Site. . In some countries you will be required to apply for these licences. BT will assist you to obtain these licences in those countries where you're required to apply for the licence; and
    - (iv) A Site survey to determine if your Site is suitable for VSAT access. You will pay for the Site survey Charges regardless of whether you decide not to proceed with the VSAT access.
  - (c) BT will provide you with any of the following VSAT access options in accordance with the details set out in the Order:
    - (i) Premium VSAT Access with a Contention Ratio of 1:1. This option is suitable for all CoS.
    - (ii) Plus VSAT Access with a Contention Ratio of 4:1. This option is suitable for AF Class and DE Class.
    - (iii) Standard VSAT Access with a Contention Ratio of 10:1. This option is suitable for DE Class.
- 2.2 You may opt for Customer Provided Access or BT Provided Access. If you opt for Customer Provided Access BT will provide you with an ISP-supplied modem or a data SIM for mobile connection, at your own expense.
- 2.3 **Port**
- 2.3.1 Where BT manages the CPE for the Service, a part of the bandwidth you have contracted for is used by BT for management purposes.
  - 2.3.2 If the Access Line speed exceeds the Port speed, traffic shaping is used to limit the use of Access Line capacity to the Port speed.
  - 2.3.3 For BT Reach-In NNI, the Port is the point on BT's supplier's network where the Access Line is connected to BT's supplier's IP VPN service.
- 2.4 **Class of Service ("CoS")**
- 2.4.1 CoS assists with congestion avoidance and management. BT's traffic may be either "**In-Contract**" or "**Out-of-Contract**". In-Contract traffic is data sent by you within the configuration rules applied by BT and is supported by the Service Levels set out in Part C of this Schedule. Out-of-Contract traffic is data sent by you outside of the configuration rules applied by BT and is not supported by the Service Levels set out in Part C of this Schedule.
  - 2.4.2 The Service has three types of application CoS (EF Class, AF Class and DE Class – as set out in Paragraphs 2.4.2(a), 2.4.2(b) and 2.4.2(c)). You may order up to four separate AF Classes, as well as one of each DE Class and EF Class - up to six 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, (the contracted rate for each AF Class is counted separately). Your applications mapping policy to the appropriate CoS, based on the applications operating across your VPN, is set in consultation with BT. Any traffic not identified as part of a subscribed CoS is marked DE Class. The prioritisation of data within the Service is set out below:
    - (a) "**EF Class**" is for voice over IP applications. You will specify the amount of EF Class traffic "**In-Contract rate**" required. There is no bursting capability for EF Class traffic and any traffic above the In-Contract rate is dropped.
    - (b) "**AF Class**" is for delay-sensitive data traffic. You specify the amount of AF Class traffic ("**In-Contract**" bandwidth). Traffic may burst above the In-Contract rate if bandwidth is available ("**Out-of-Contract**" traffic). 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 is marked Out-of-Contract.
    - (c) "**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 Class traffic is "**bleached**", which means the DSCP markings are set to zero. Some Access Line types allow you to turn off this bleaching if set out in the Order.
  - 2.4.3 For BT Reach-In NNI the number of CoS may be less than six. It may be three, (only one AF Class) or one (DE Class only) if BT's supplier's network does not have six Classes of Service or its CoS model is not fully compatible with BT's CoS model.
  - 2.4.4 **Class of Traffic Marking**
    - (a) If you are marking your own traffic (either you have ordered Managed Routers with DSCP transparency or have Unmanaged BT or Unmanaged Customer Routers) then:



- (i) only AF Class traffic that is marked as low drop probability ('afx1') or using the class selector ('csx') and is within the specified contract bandwidth is carried as **"In-Contract"**. All other AF Class traffic is treated as **"Out-of-Contract"** even if the total traffic for that AF Class is less than the specified **"In-Contract"** bandwidth; and
  - (ii) you will mark DE Class traffic with the DSCP marking used by BT before transmitting it to the BT Network.
- (b) Customer Traffic Marking is not available with BT Reach-In NNI.

### 3 Service Options

BT will provide you with any of the following options that are selected by you as set out in any applicable Order ("**Service Options**") and in accordance with the details set out in that Order:

#### 3.1 Routers

3.1.1 BT offers three different supply and support models for Routers:

- (a) Managed Routers, which BT will install and manage their maintenance, monitoring, configuration and commissioning. BT can provide change management and proactive fault management for additional Charges (if applicable, as set out in the Order). A number of maintenance service options are available, which may vary from country to country and are provided as part of BT's quote. The maintenance service option, which applies to Severity Level 1 Incidents, is set out in the Order for each Site.
- (b) Unmanaged BT Routers, which BT will install and physically maintain (hardware only) but you will monitor, configure and commission the Routers.
- (c) Unmanaged Customer Routers, which you will install, monitor, configure, commission and physically maintain.

3.1.2 BT cannot provide configuration and commission, change management and proactive fault management for Unmanaged BT Routers or Unmanaged Customer Routers.

3.1.3 All Routers in the network are either:

- (i) Managed Routers;
- (ii) Unmanaged BT Routers; or
- (iii) Unmanaged Customer Routers, in accordance with the terms of this Contract.

3.1.4 If you choose the Managed Router option, BT will configure and install Managed Routers (both hardware and Software) and the Service to deliver connectivity for your traffic across the BT Network.

3.1.5 BT will perform commissioning and acceptance testing (up to layer 3 of the Open Systems Interconnection reference model) before giving you design and configuration details.

3.1.6 You may order change management in which BT will perform routine Software configuration and upgrade tasks remotely on Managed Routers. You may order change management with up to five defined changes per Managed Router, per year for a Monthly Charge (as set out in the Order).

3.1.7 BT is responsible for network design and will ensure that any proposed reconfigurations of Managed Routers do not conflict with your existing network. If any network changes are required, BT will make the network changes at the same time as the reconfiguration of the Managed Routers. If the network changes require changes to Port and/or Access Line speeds, then you agree to pay Port and/or Access Line reconfiguration Charges and a new Monthly Recurring Charge will apply once the changes have taken effect.

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

3.1.9 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 your network.

3.1.10 BT will provide upgrades to OS versions if changes to the Service required by you require a later release of Software.

3.1.11 BT will configure the Managed Routers so that you may download new Software to the Managed Router from BT's relevant systems, in addition to the existing Managed Router configuration.

3.1.12 Additional Charges will apply if a hardware upgrade is necessary to support the Software upgrade.

#### 3.2 Access Line Resilience



- 3.2.1 You may select one of the following Access Line resilience options as set out in the Order. Not all options are available in all locations (which is set out in the BT quote) and Managed Routers are required for “**Access Backup**”, “**Secure**” and “**SecurePlus**” resiliency options:
- (a) ‘Standard’ – BT, or BT’s agent will arrange for a single Access Line to connect the Site(s) to a BT PoP via a single piece of CPE at the Site(s);
  - (b) ‘Access Backup’ BT, or BT’s agent will arrange for a second Access Line (either a DSL or HVPN Access Line) to connect the Site(s) to either the same or a different PoP as the original Access Line via a single CPE or via two CPEs at the Site(s);
  - (c) ‘Secure’ – BT, or BT’s agent will arrange for a second Access Line to connect the Site(s) to the same PoP as the original Access Line via two CPEs at the Site(s);
  - (d) ‘SecurePlus’ – BT’s agent or BT will arrange for a second Access Line to connect the Site(s) to a separate PoP from the original Access Line via two CPEs at the Site(s).
- 3.2.2 Except for Standard Access Lines, if the Primary Access Line (or Managed Router or PoP as appropriate) fails, traffic is re-routed to the Secondary Access Line. The Secondary Access Line may be of equal or less bandwidth than the Primary Access Line. If you order different CoS on the Primary Access Line and the Secondary Access Line, it may not be possible to carry all traffic effectively on the Secondary Access Line.
- 3.2.3 Unless you purchase the load balancing option as set out in Paragraph 3.2.4, you may only use the Secondary Access Line during a failure of the Primary Access Line. In this circumstance, BT may increase the Port Charge if you use both Ports at the same time.
- 3.2.4 Depending on the configuration, routing protocol and speed of your network, you may select one of the following Access Line resilience configurations:
- (a) ‘Failover’ – BT, or BT’s 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 BT’s 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.
- 3.3 **Multiple VPN**
- 3.3.1 You may order Multiple VPN for Sites with Access Lines connecting directly to the BT Network. Multiple VPNs enables you to define more than one VPN within its network and connect Sites to a number of VPNs. BT cannot provide Multiple VPN over DSL or HVPN Access Lines.
- 3.3.2 You may partition routing and traffic between Sites securely right up to the LAN Port. Each Site may be a member of some or all of these VPNs allowing Communities of Interest to be set up. BT will not provide any connectivity between the VPNs.
- 3.3.3 If a Managed Router, Unmanaged BT Router or Unmanaged Customer Router supports connectivity to Multiple VPNs, traffic from each VPN is routed to a dedicated LAN or sub interface on that Router.
- 3.3.4 Each Site will have one VPN connection designated as the primary VPN for management connectivity.
- 3.3.5 CoS specifications may be aggregated either across the Port or per VPN at each Site.
- 3.3.6 For Leased Line Access, frame relay protocol is used to present each VPN logically as a dedicated frame relay PVC over the Access Line.
- 3.3.7 For Ethernet Access, the same as for Leased Line Access above, is achieved through the use of 802.1q Virtual LAN standards, issued by the Institute of Electrical and Electronics Engineers Standards Association.
- 3.3.8 You are responsible for selection and configuration of the Router if you order Service with Unmanaged BT Routers or Unmanaged Customer Routers.
- 3.3.9 If you order Multiple VPNs to a Site, then the CoS policy may be applied to the whole of your access (“**CoS Policy per Access**” or “**CPpA**”) or it may be applied to the individual VPN connections (“**CoS Policy per Connection**” or “**CPpC**”). As set out in BT’s quote, in some locations, you accept that there is no choice and only CPpA or CPpC is available.
- 3.4 **Multiple Routes**
- 3.4.1 The Multiple Default Route feature allows your VPN to support up to five default routes (typically for Internet access). This allows you to have regional IBO (or other networks).



- 3.4.2 The Multiple Specific Route feature uses the same technology as the Multiple Default Route feature and allows your VPN to support up to five routes to the same specific IP Addresses.
  - 3.4.3 Multiple Routes are not available with the BT Reach-In NNI Access Type.
  - 3.4.4 You may order either or both of the following options, but the aggregate number of preferred routes will not exceed five.
  - 3.4.5 Multiple Default Routes – If you are using a routing gateway to other services, such as the Internet, you may select up to five Sites through which connection to the other service occurs. This enables you to provide regional access to those services.
  - 3.4.6 Multiple Specific Routes – You may order up to five routes to the same IP Addresses to manage traffic loads to Site(s) with multiple Access Lines. Each of the Access Lines is declared a routing gateway.
  - 3.4.7 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.
- 3.5 **Multicast VPN**
- 3.5.1 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 your traffic to be sent from a 'source' Site to multiple 'receiver' Sites.
  - 3.5.2 Multicast VPN is not available with BT Reach-In NNI.
  - 3.5.3 Multicast VPN is available over your 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, you will state the amount of bandwidth that is used at each Site for Multicast VPN. You 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).
- 3.6 **Internet Gateway Regional feature**
- 3.6.1 The Internet Gateway Regional feature offers you access to Internet based applications from their VPN(s). All Internet traffic from 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.
  - 3.6.2 For resiliency purposes, BT advises that you order 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.
  - 3.6.3 The Multiple Default Routes feature described in Paragraph 3.4 of this Schedule can be used to influence the Internet Gateway used by specific Site(s).
  - 3.6.4 In addition to the advertisement of a default route from each Internet Gateway, you may also opt to receive routes for specific destinations, such as an ISP, from any of their Internet Gateways ("**Customer Defined IP Routing Policy**"). You may specify up to 100 specific routes unless otherwise agreed with BT.
  - 3.6.5 You will have the ability to select a fixed capacity for the Internet Gateway Regional feature and that Internet Gateway bandwidth is shared by all Sites on that VPN for accessing the Internet.
  - 3.6.6 BT will deliver the Internet Gateway Regional feature with a Cloud Firewall feature, as set out in Paragraph 3.9 of this Schedule.
  - 3.6.7 BT will provide the Internet Gateway Regional Feature in the countries set out in the Order. If the Customer allows Users, or otherwise configures or permits the configuration of the Service 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 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.





3.6.8 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.

### 3.7 Cloud Connect to Data Centre feature

3.7.1 You are 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 and will have no liabilities relating to such third party patch service provider services, including but not limited to any liability relating to performance, availability, data protection and any security issues.

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

3.7.3 Those connections are built as an extension of your 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.

3.7.4 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 will vary according to both the Data Centre provider and location, and will be determined on a case by case basis. BT will notify you as soon as is reasonably practicable of any additional requirements, including, but not limited to, a need for you to order internal Data Centre cabling directly from the Data Centre provider, or any additional Charges becoming payable for connection.

### 3.8 Cloud Connect Direct feature

3.8.1 The Cloud Connect Direct feature offers you 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.

3.8.2 You are responsible for entering into an agreement with a third party cloud service provider for any usage of that service, including any licencing requirements. BT will only provide connectivity to the third party cloud service provider services and BT will not be liable for such services including but not limited to any liability relating to performance, availability, data protection, and any security issues.

3.8.3 You 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.

3.8.4 The Cloud Connect Direct feature is built as an extension of your 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.

3.8.5 The Port speed will depend upon the offering of the third party cloud service provider that you have contracted with.

### 3.9 Cloud Firewall feature

3.9.1 BT will provide the Cloud Firewall feature automatically if you purchase the Internet Gateway Regional feature. In addition, you may choose to order the Cloud Firewall feature with the Cloud Connect Direct feature.

3.9.2 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:

- (a) the Cloud Connect Direct feature; or
- (b) the Internet Gateway Regional feature.

3.9.3 BT provides you with the following elements for the Cloud Firewall feature:

- (a) security platform: BT will provide 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;
- (b) security consultancy: BT will provide support to you in producing your Customer Security Policy ("CSP"), and/or its network design if requested by you and set out in the Order. Additional Charges will apply;
- (c) 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



- (d) 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.
- 3.9.4 BT will provide the Intrusion prevention option under the Cloud Firewall feature if selected by you as set out in any applicable Order. In addition, you may choose to order with this option the Cloud Connect Direct feature or the Internet Gateway Regional feature. BT provides you with the following elements for the Intrusion prevention:
  - (a) monitor traffic passing through the Service for attacks, in accordance with the applicable intrusion signature files;
  - (b) 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
  - (c) upon your request, alter the parameters for applying new signatures in “**block**” mode, to give a greater or lower sensitivity to attacks. You will remain responsible for the increased risk of false positives (blocks to legitimate traffic) or the increased risk of attacks being missed.
- 3.9.5 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.
  - (a) In such cases there would be temporary interruption of the Cloud Firewall feature and active sessions will need to be re-established; and
  - (b) your re-routed traffic will egress to the Internet in other geographic locations. (For example, in the case of UK and US locations, and the US location experiences a failure, then your US traffic would be re-directed to the UK location.)
- 3.10 **Bandwidth on Demand**

Where you select Bandwidth on Demand:

  - 3.10.1 BT will provide you with the ability to temporarily increase your port and Cos speed for a specified period using a portal provided by BT. You will define the specified period. Your port and CoS speed will revert back to its original speed at the end of the specified period.
  - 3.10.2 Bandwidth on Demand is only available on Ethernet Access. Bandwidth on Demand is not available where Ethernet Access is provided over BT City Fibre Network.
  - 3.10.3 Orders placed via the portal will constitute a binding Order. You will also be required to sign a physical Order for the Bandwidth on Demand service. Only Authorised Users may place Orders using the portal. Authorised Users will be required to request access to the portal to enable them to place Orders.
  - 3.10.4 You
    - (a) may order Bandwidth on Demand 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;
    - (b) may 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;
    - (c) may view a summary of all upcoming and historical Bandwidth on Demand requests via the portal.
  - 3.10.5 Bandwidth on Demand Orders will be invoiced from the Billing Start Time to the Billing Stop Time.
  - 3.10.6 Your IP Connect Global Service will not be interrupted when Bandwidth on Demand is added and removed, however you may experience degraded performance during this period.
- 3.11 **Shared Access**

Shared access enables you to share your Access Line(s) with, or share the Access Line(s) of, another IP Connect Global customer in order to create mutual VPNs, as agreed between the relevant parties under a separate agreement. The terms and conditions which apply to shared access are specified in the “**Shared Access Consent Form**”, which both you and the other customer will sign.
- 3.12 **Reports**
  - 3.12.1 BT will provide access to one of BT’s portals where the following reports are available at intervals determined by BT. All reports are standard except they are unavailable for Sites with Business DSL Plus (Paragraph



2.1.4(a)(ii)); Business DSL Standard (Paragraph 2.1.4(a)(iii)); or Basic DSL Access (Paragraph 2.1.4(a)(iv) and Paragraph 2.1.5), HVPN (Paragraph 2.1.7) and Fast Turn-up Service (Paragraph 2.1.9) unless otherwise stated.

The following reports are available without additional Charge with the Service ("**Basic Report Package**"):

- (a) Near Real Time utilization reports (PE Based port, VPN and COS utilization reports)
- (b) Core Network Round-Trip Delay, Packet Delivery and Jitter
- (c) Inventory report;
- (d) Planned Maintenance report;
- (e) Order status;
- (f) Ticket status;
- (g) e-Notification - Initial Incident detection; and
- (h) e-Updates.

3.12.2 The "**Advanced report package**" is available at an additional Charge, which will be specified in 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; and
  - (iv) CPE reachability.
- (c) DSL Plus reporting package - this option adds reports per Site or for all Sites that have Business 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.

3.12.3 The "**Advanced+ report package**" is available at an additional Charge, which will be specified in 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.

3.12.4 In addition, the following reports can be ordered in addition to the "**Advanced report package**" or "**Advanced+ report package**":

- (a) Site to Site performance (for which you will use BT Managed Routers) - provides network performance (Round-Trip Delay and Jitter) reporting between the Sites and is ordered in packs of ten Sites; and
- (b) Simple Network Management Protocol ("**SNMP**") management feed - gives read-only SNMP access to network management information from the Managed Router. You are responsible for providing your own SNMP management tools. SNMP connectivity is provided between the Managed Routers and up to two hosts within your LAN.

3.12.5 In addition to the Service Desk described in Part B of this Schedule, you may request and BT may agree to provide additional telephone numbers to give the Customer Contact access to up to three additional regional service desks, which can provide support in a small number of additional languages. There is an additional Charge for these numbers, as set out in BT's quote and Order. BT may withdraw the additional numbers at any time.

### 3.13 Multi-Service Access

3.13.1 Multi-Service Access is an option that provides both IP Connect Global and the right to access and use the Internet service that BT provides ("**Internet Connect Global**") over the same Access Line, CPE and Port ("**Multi-Service Access**").

3.13.2 Subject to BT's confirmation in writing, BT may, in its absolute discretion, provide the Multi-Service Access option to you.



- 3.13.3 All use of the Internet Connect Global service as part of Multi-Service Access is subject to the terms of the Internet Connect Global Schedule to the General Terms, which can be found at <https://www.globalservices.bt.com/en/terms-and-conditions> or any other address that BT notifies you of.
- 3.13.4 All use of this Service as part of Multi-Service Access is subject to the terms of this Schedule.
- 3.13.5 Internet Connect Global, as part of the Multi-Service Access option, is only available at Sites in countries in which BT provides the Internet Connect Global service.
- 3.13.6 The Cloud Firewall feature is not available for the Internet Connect Global service as part of the Multi-Service Access option. You are responsible for the provision and operation of a firewall to implement your security policies and requirements in relation to the Internet Connect Global service. Alternatively, you may choose to order a zone-based firewall or cloud based security configuration within the CPE.
- 3.13.7 BT's monitoring obligations under this Schedule including, but not limited to, Paragraph 8.7.6 apply only to the IP Connect Global Schedule and do not apply to the Internet Connect Global Service as part of the Multi-Service Access option. There is no proactive monitoring of the Internet Connect Global service outside of the Access Line, Port and any Managed Router.
- 3.13.8 The network performance Service Levels set out in Paragraph 19.5 do not apply to the Internet Connect Global service performance provided through Multi-Service Access and the network performance Service Levels for the Internet Connect Global service that can be found in Paragraph 19 of the Internet Connect Global Schedule to the General Terms at <https://www.globalservices.bt.com/en/terms-and-conditions> apply instead.

#### 4 Service Management Boundary

- 4.1 BT will provide and manage the Service as set out in Parts B and C of this Schedule and as set out in the Order up to demarcation points as set out in the remainder of this Paragraph 4 ("**Service Management Boundary**" or "**SMB**").
- 4.2 Where BT provides you with Managed Routers, 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 your responsibility.
- 4.3 Where BT provides you with Unmanaged BT Routers, or you use Unmanaged Customer Routers, the SMB is the Network Terminating Unit ("**NTU**") of the Access Line that BT provides. This includes provisioning, maintenance and management of all elements up to this SMB. You are responsible for the cable connecting the NTU to the Unmanaged BT Router or Unmanaged Customer Router.
- 4.4 In the case of Unmanaged BT Routers, BT will perform hardware maintenance for the Unmanaged BT Routers subject to you informing BT that the Unmanaged BT Router is faulty. When acting upon an incident reported by you of a defective Unmanaged BT Router, which BT finds is not defective, you agree to pay BT for all reasonable Charges incurred.
- 4.5 For the purposes of Paragraphs 4.2 to 4.4 above, where you provide any internal cabling, this will fall outside of the SMB for the Service.
- 4.6 HVPN CPA falls outside of the SMB.
- 4.7 For the Internet Gateway Regional feature, the SMB is the port on the BT Equipment which provides connectivity to the Internet.
- 4.8 For the Cloud Connect to Data Centre feature, the SMB is:
  - 4.8.1 in the case of Managed Routers, the LAN port on the CPE; and
  - 4.8.2 in the case of Unmanaged BT Routers or Unmanaged Customer Routers, at the terminating patch panel port at the Customer data centre.
- 4.9 In addition, for the Cloud Connect to Data Centre feature, where you order any internal Data Centre cabling directly from the Data Centre provider, this will fall outside of the SMB for this feature.
- 4.10 For the Cloud Connect Direct feature, the SMB is the interconnection between the third party cloud service provider router and the BT Managed Router.
- 4.11 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, you are 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 you attempt to make direct changes to the physical or Software configuration of the Cloud Firewall feature without BT's prior written approval.



- 4.12 For the Fast Turn-up Service, the SMB is at the Gateway Device.
- 4.13 BT will have no responsibility for the Service outside the Service Management Boundary.

### 5 Service Exclusions

- 5.1 BT does not make any representations, whether express or implied, about the interoperability between the Service and any Customer Equipment.
- 5.2 For the Fast Turn-up Service, the following restrictions and exclusions apply:
  - 5.2.1 The Fast Turn-up Service is enabled for use in the European Union (EU), Switzerland, Norway, UK Channel Islands and the Isle of Man only;
  - 5.2.2 You may either provide your own broadband ("**Customer Provided Access**" or "**CPA**"), or BT may provide the broadband ("**BT Provided Access**"). For CPA, you will provide an ISP-supplied modem or a data SIM for mobile connection at your own expense.
  - 5.2.3 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;
  - 5.2.4 BT may cancel any SIM Card if it has not been used by you for six months. BT will notify you 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, you will pay BT the Termination Charges as set out in Paragraph 12;
  - 5.2.5 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 you that it has done this); or
    - (b) require you to change the User Security Details.
  - 5.2.6 Occasionally BT may:
    - (a) give you instructions which BT believes are necessary for reasons of health, safety, BT Network integrity or the quality of any telecommunications service that BT provides to you or any other customer; or
    - (b) temporarily suspend the Fast Turn-up Service because of: an emergency, security risk, misuse, loss or theft of Devices supplied as part of the Fast Turn-up Service, or for operational reasons, maintenance or improvements. During any period of suspension you will remain liable for all Charges due under the Contract other than Charges incurred after the loss or theft of Devices or SIM Cards has been reported to BT in accordance with the instructions that BT provides to you;
  - 5.2.7 BT will not be liable for failure to or delay in supplying the Fast Turn-up Service if:
    - (a) another supplier delays or refuses the supply of an electronic communications service to BT and no alternative service is available at reasonable cost; or
    - (b) legal or regulatory restrictions are imposed that prevent BT from supplying the Fast Turn-up Service.
  - 5.2.8 BT may suspend the Fast Turn-up Service or end the Contract, or both, at any time without Notice if BT reasonably believes that the Fast Turn-up Service is being used in breach of this Contract. This applies even if you are unaware that the Fast Turn-up Service is being used in such a way. You will continue to pay the Charges during any period of suspension. If BT terminates this Contract during the Fast Turn-up Service Minimum Period because of an event specified in this Paragraph you will pay BT, without prejudice to any other rights BT may have, the Termination Charges specified in this Schedule or any relevant Order.
  - 5.2.9 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) your reports
    - (h) Proactive management
- 5.3 For the VSAT Service, the following restrictions and exclusions apply:
  - 5.3.1 VSAT access cannot be used with Secure or Secure+ options;



- 5.3.2 Multiple VSAT accesses cannot be provided together for use as a primary access and back up access;
  - 5.3.3 VSAT may be used as access backup resilience for Ethernet, Leased line and DSL access connections only;
  - 5.3.4 VSAT access cannot be used as access backup resilience for HVPN or NNI access connections;
  - 5.3.5 VSAT access does not support multiple VLANs;
  - 5.3.6 You may only order EF on port speeds of 256kbps or greater;
  - 5.3.7 VSAT access will not support fragmentation, so where you are using large frames for data transfer this may have a negative impact on your voice services; and
  - 5.3.8 BT will not be responsible for the performance or availability of the VSAT access connection where the weather, Solar Outages or other atmospheric conditions cause performance issues or service failures. This does not constitute an Incident and the Service Levels set out in Part C will not apply.
- 5.4 The Cloud Firewall feature cannot ensure prevention or detection of all threats and unauthorised actions.
- 5.5 For the Bandwidth on Demand feature, the following restrictions and exclusions apply:
- 5.5.1 Bandwidth on Demand is not available with the HVPN, BT Reach-In NNI, VSAT or DSL Access Types and Cloud Connect to Data Centre and Cloud Connect Direct features;
  - 5.5.2 Bandwidth on Demand is not available across all countries.

## 6 Associated Services and Third Parties

- 6.1 If BT provides you with any services other than the Service, this Schedule will not apply to those services and those services will be governed by their separate terms and conditions.
- 6.2 If you are required by Applicable Law to purchase the Service from a third party supplier, BT may, if you agree to it, manage the Service as your agent.

## 7 Specific Terms and Conditions

### 7.1 Minimum Period of Service

- 7.1.1 Unless either of us gives Notice to the other of an intention to terminate the Service at least ninety (90) days' before the end of the Minimum Period of Service or a Renewal Period ("**Notice of Non-Renewal**"), at the end of the Minimum Period of Service or any subsequent Renewal Period, the Service will automatically extend for the Renewal Period, and both of us will continue to perform each of our obligations in accordance with the Contract.
- 7.1.2 In the event that either of us gives a 90 days' Notice of Non-Renewal of the Service at the end of the Minimum Period of Service or any subsequent Renewal Period, BT will cease delivering the Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

### 7.2 Changes to the Contract

- 7.2.1 BT can amend the Contract or Service (including the Charges), so long as the performance of the Service is not materially adversely affected. BT will notify you of the amendment at least 30 days' before the amendment is due to take effect by either:
  - (a) publishing the amendment online at [www.bt.com/terms](http://www.bt.com/terms) (or any other online address that BT advises you of); or
  - (b) by giving Notice to you.
- 7.2.2 If BT needs to propose a change to the Contract or Service that may be materially adversely affect the performance of the Service, BT will give you at least 90 days' Notice prior to the end of the Minimum Period of Service and each Renewal Period ("**Notice to Amend**").
- 7.2.3 Within 21 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) give a Notice of Non-Renewal.



7.2.4 If both of us have not reached agreement in accordance with Clause 7.2.3(b) by the end of the Minimum Period of Service or the Renewal Period, as applicable, the existing terms of this Schedule will apply from the beginning of the following Renewal Period unless either of us elects to give a Notice of Non-Renewal.

**7.3 Stop Sell of Service and Associated Migration**

7.3.1 Where BT stops selling the Service and offers an alternative service as a replacement then BT shall terminate this Service and migrate your Service to the alternative service upon at least 90 days' Notice provided that:

- (a) interruptions in service are kept to a minimum during the migration; and
- (b) you accept revised conditions to reflect the new service provided in which case those changes will apply from the date of your acceptance.

7.3.2 The Minimum Period of Service for the new service will be the remainder of the Minimum Period of Service for the existing Service, or 12 Months, whichever is greater.

7.3.3 If:

- (a) you do not agree to accept the revised condition in accordance with Paragraph 7.3.1(b); or
  - (b) where applicable, the new Minimum Period of Service is an increase in length from the original Minimum Period of Service and you do not accept the increased length,
- then, this Service will terminate on expiry of the 90 day Notice period, without any further liability to BT and BT will not migrate you to the new service.



## Part B – Service Delivery and Management

### 8 BT's Obligations

#### 8.1 Service Delivery

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

- 8.1.1 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 Service ("**Service Desk**");
- 8.1.2 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;
- 8.1.3 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 cancel the existing Order to the affected Sites and will generate a new Order for the affected Sites 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 Service to the affected Sites and BT will have no obligation to provide the Service;
- 8.1.4 will provide you with a date on which delivery of the Service (or each part of the Service, including to each Site) is due to start ("**Customer Committed Date**") and will use commercially reasonable endeavours to meet any Customer Committed Date;
- 8.1.5 where the Site is located within the EU, dispatch any Purchased Equipment for delivery to the applicable Site as set out in the Order;
- 8.1.6 where the Site is located outside the EU, subject to your compliance with Paragraph 9.1.8:
  - (a) deliver any Purchased Equipment to the applicable port of entry in the destination country in accordance with Paragraph 9.1.8 and you will act as the importer of record; or
  - (b) if agreed between both of us in the Order, BT will arrange shipping services to deliver the Purchased Equipment to the final destination address(es) specified in the Annex or Order;
- 8.1.7 if agreed between both of us as set out in the Order, install any Purchased Equipment at the applicable Sites, in which case BT will:
  - (i) test Purchased Equipment to ensure that it is ready for use; and
  - (ii) on the date that BT has completed those tests, confirm to you that the Purchased Equipment is available for you to carry out any Acceptance Tests as set out in Paragraph 9.2 and
- 8.1.8 will inform you if it is necessary for you to provide any input(s) in order for the Service to function.

8.2 In addition, for the Fast Turn-up Service, before the Service Start Date and, where applicable, throughout the provision of the Fast Turn-up Service, BT:

- 8.2.1 will, instead of the Service Desk provided in Paragraph 8.1.1, provide a service desk which is available Mon-Fri between the hours of 8:30am – 5pm for you to report Incidents to and obtain assistance with the Fast Turn-up Service ("**Fast Turn-up Service Centre**"); and
- 8.2.2 provide a reception centre which is available 24 hours per day, 7 days a week, 365 days a year, for you to report lost or stolen SIMs.

#### 8.3 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.3.1 configure the Service;
- 8.3.2 conduct a series of standard tests on the Service to ensure that it is configured correctly;
- 8.3.3 for Service with Managed Routers, configure the equipment, CoS and the Access Line, so that traffic can be transmitted from one Site to another, and conduct a set of standard tests to ping the Managed Router;
- 8.3.4 for Service with Unmanaged BT or Unmanaged Customer Routers, confirm delivery of the Access Line, configure the CoS and conduct a set of standard tests to ping the Port; and





- 8.3.5 on the date that BT has completed the activities in this Paragraph 8.3.5, confirm to you the Service Start Date.
- 8.4 In addition, before the Service Start Date, for the Fast Turn-up Service, BT will:
- 8.4.1 deliver the Gateway Device and SIM Card(s) to a mainland UK location or other available European location as specified by you and set out in the Order; and
- 8.4.2 configure the Gateway Device, backhaul network and your existing Service on the BT Network so that traffic can be transmitted and received between the Site and your VPN. Once configured, BT will conduct a set of standard tests to prove connectivity to the Gateway Device. The Service Start Date occurs on successful completion of the tests.
- 8.5 For the purposes of Paragraphs 8.3.3 and 8.3.4 above, you may wish to migrate your traffic after BT has conducted BT's standard tests. In these circumstances, the Service Start Date will occur when BT has successfully completed BT's standard tests. BT may assist with traffic migration (switching of the Customer Data from a different service to the Service) after the Service Start Date subject to an additional Charge (as set out in BT's quote). If you would like BT to provide remote support, you will order it for Service activation at the same time as the provision of the Service as it will need to take place within five Business Days of the Service Start Date.
- 8.6 If you delay delivery of the Service, you agree that you will pay (i) BT's invoice for Charges which would have become due on the last Customer Committed Date 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 delivery of the Service after the Customer Committed Date as set out in Part C of this Schedule will not apply.
- 8.7 **During Operation**
- On and from the Service Start Date, BT:
- 8.7.1 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;
- 8.7.2 will work with the relevant supplier to restore Service as soon as practicable during Local Contracted Business Hours if BT detects, or if you report an Incident on the Access Line;
- 8.7.3 will maintain a web portal and server to provide you with online access to performance reports;
- 8.7.4 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 and/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 by a supplier;
- 8.7.5 may, in the event of a security breach affecting the Service, require you to change any or all of your passwords. BT does not guarantee the security of the Service against unauthorised or unlawful access or use;
- 8.7.6 will proactively monitor the BT Managed Routers for vital health signs. BT will perform polling and monitoring of the BT Managed Routers at least every four minutes. If a problem is detected, BT will perform initial diagnostics within 15 minutes and, if necessary report an Incident. BT will not proactively manage Business DSL Standard, Basic DSL and HVPN. For Basic DSL, BT will only provide reactive fault management and will not provide proactive fault monitoring or Router surveillance monitoring. In the case of Routers being Unmanaged, BT Routers or Unmanaged Customer Routers, which BT will not proactively monitor, BT is reliant upon you reporting Incidents relating to Access Lines.
- 8.7.7 for the Cloud Firewall feature, BT will:
- (a) provide the Customer Contact(s) with access to BT's portal, which will give online access to a range of functions including reports, and placing CSP change requests;
- (b) 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 provide an "out-of-band" link that connects directly to the appliance(s), via BT's secure modem; this allows further remote management and diagnostics capability;
- (c) use reasonable endeavours to identify potential unforeseen consequences of CSP changes requested by you, and to advise you of these. BT will refer incorrectly specified CSP changes back to you; and
- (d) from time to time undertake work on the Cloud Firewall feature, which may interrupt service. In such cases, BT will endeavour to inform you in advance of any work being undertaken, and will endeavour to minimise the impact of such work.
- 8.7.8 For the Bandwidth on Demand feature, BT will:



- (a) set out rules around changes to Bandwidth on Demand within the portal, (changes to end times/cancellation policy/ decreasing flex durations); and
- (b) only invoice for Successful Flex Events. Usage will be charged on a price per mbps/hour basis.

### 8.8 The End of the Service

- 8.8.1 On notification of termination of the Service by either one of us, or expiry, BT may disconnect and remove any BT Equipment located at the Sites; and
- 8.8.2 On notification of termination of the Service by either one of us, or notification of expiry, BT will:
  - (a) once you have provided a Customer Required by Date in accordance with Paragraph 9.6.1, provide you with a date on which termination of the Service (or each part of the Service, including to each Site) is due to take place ("**BT Adjusted Customer Required by Date**") and will use BT's commercially reasonable endeavours to meet any BT Adjusted Customer Required by Date;
  - (b) inform you if it is necessary for you to provide any input(s) on top of your contracted obligations to be able to terminate the Service(s); and
  - (c) inform you if the request to amend or change a Customer Required by Date has been accepted by all of BT's suppliers (where relevant).

## 9 Your Obligations

### 9.1 Service Delivery

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

- 9.1.1 provide BT with the names and contact details of any individuals authorised to act on your behalf for Service management matters ("**Customer Contact**"), but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;
- 9.1.2 provide BT with any information reasonably required without undue delay;
- 9.1.3 provide BT with access to any Sites during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Service;
- 9.1.4 complete any preparation activities that BT may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;
- 9.1.5 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;
- 9.1.6 in jurisdictions where an employer is legally required to make such disclosure to its employees and/or Users:
  - (a) inform your employees and Users that as part of the Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by your employees and/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 Services by BT.
- 9.1.7 ensure that the LAN protocols and applications you use will be compatible with the Service;
- 9.1.8 where the Site is located outside the EU, act as the importer of record, clear the Purchased Equipment through the applicable customs authority in the destination country and be liable for any import tax, duty and/or excise duty incurred, and, if requested by BT, provide authorisation as soon as practicable authorising BT or BT's agent to carry out BT's obligations as shipping agent. If you cannot give such authorisation, you will be responsible for fulfilling those obligations on BT's behalf at your own cost;
- 9.1.9 provide BT with the name and contact details of at least one individual who will be responsible for receiving the Purchased Equipment at the Site;
- 9.1.10 where applicable, provide and maintain a PSTN, ISDN or broadband lines at the Sites for exclusive use with the Service. You will pay all charges related to provision and use of such lines and report any incidents in such lines directly to the supplier of the line;
- 9.1.11 not use any DSL line provided by BT to make or receive PSTN calls;
- 9.1.12 not make changes to the line or any telephony service on the line, without BT's prior written agreement. BT will charge you for any costs incurred by BT for such changes;



- 9.1.13 be responsible for the provision of all Service items (e.g. internal cabling) from the Access Line demarcation point to the Managed Routers, Unmanaged BT Routers and Unmanaged Customer Routers, as applicable;
- 9.1.14 if you order the Service with Unmanaged BT Routers and/or Unmanaged Customer Routers, be responsible for:
  - (a) providing Routers which adhere to BT's design guidelines (which can be provided to you); and
  - (b) marking traffic with the DSCP marking used by BT before transmitting traffic to the BT Network;
- 9.1.15 where HVPN is being purchased, be responsible for, and 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 you to produce proof of compliance with such licensing and regulatory requirements before delivery of the Service. If you cannot produce such proof to BT's reasonable satisfaction, BT may suspend delivery of the Service or cancel the Order. If BT cancels the Order, the provisions of Clause 17 (Cancellation) of the General Terms will apply. You are responsible for obtaining any local import and User licenses and the written authority from all respective authorities necessary;
- 9.1.16 ensure that CPA is installed and working before placing an Order for HVPN. If it is not, you agree to pay all HVPN Charges from the Service Start Date. You also agree to pay all BT's costs (including applicable Charges) if HVPN is delivered and it is later found that you have not provided suitable CPA;
- 9.1.17 if the CPA is provided on the basis of 'up to' a certain speed, agree that it may not receive the full speed, and that for the Service to work it will order an access speed significantly higher than the required HVPN Port speed; it is your responsibility to ensure that the CPA meets these requirements. BT will not be liable for Service failure, and BT's Service Levels will not apply, when the actual CPA speed falls below the HVPN Port speed;
- 9.1.18 if a dynamic IP Address is used, agree that BT's Service Levels will not apply to any Availability Downtime occurrences resulting from refresh of the dynamic IP Address;
- 9.1.19 agree that Internet browsing from the Managed Router other than via the HVPN Split Tunnelling feature will impair HVPN; in these circumstances BT will not be liable for any failure in Service and BT's Service Levels will not apply. You agree that Internet access is provided by BT's local suppliers who are responsible for ensuring they have the necessary permits to provide Internet access. If you use the Split Tunnelling feature (Internet Breakout or iLAN) so that you may yourself provide Internet access, then you will comply with Applicable Laws and regulations regarding the provision of Internet access to Users; and
- 9.1.20 not 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 of the Contract and as such BT may:
  - (a) suspend the Service and may refuse to restore Service until BT receives an acceptable assurance from you that there will be no further contravention or circumvention; or
  - (b) terminate the Service upon written Notice subject to the General Terms of the Contract.
- 9.1.21 prepare and maintain the Site for the installation of BT Equipment and Purchased Equipment and supply of the Service, including, without limitation:
  - (a) provide a suitable and safe operational environment for any BT Equipment and/or Purchased 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/or provide any openings in buildings required to connect BT Equipment and/or Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance Services;
  - (c) carry out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance Services;
  - (d) provide a secure, continuous power supply at the Site for the operation and maintenance of the Service and BT Equipment and/or Purchased 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 or other applicable, local standards; and
  - (e) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate.
- 9.1.22 until ownership in any Purchased Equipment transfers to you in accordance with Paragraph 17.3:
  - (a) keep the Purchased Equipment safe and without risk to health;



- (b) only use the Purchased Equipment, or allow it to be used, in accordance with any instructions BT may give and for the purpose for which it is designed;
- (c) not move the Purchased Equipment or any part of it from the Site;
- (d) not make any alterations or attachments to the Purchased Equipment without BT's prior written consent. If BT gives BT's consent, any alterations or attachments will become part of the Purchased Equipment;
- (e) not sell, charge, assign, transfer or dispose of or part with possession of the Purchased Equipment or any part of it;
- (f) not allow any lien, encumbrance or security interest over the Purchased Equipment, nor pledge the credit of BT for the repair of the Purchased Equipment or otherwise;
- (g) not claim to be owner of the Purchased Equipment and ensure that the owner of the Site will not claim ownership of the Purchased Equipment, even if the Purchased Equipment is fixed to the Site;
- (h) obtain appropriate insurance against any damage to or theft or loss of the Purchased Equipment;
- (i) indemnify BT against all claims and proceedings arising from your use of the Purchased Equipment or if the Purchased Equipment is damaged, stolen or lost. You will keep BT informed of anything which may affect BT's rights, or involve BT in any proceedings, loss or liability;
- (j) ensure that the Purchased Equipment appears in BT's name in your accounting books; and
- (k) if there is a threatened seizure of the Purchased Equipment, or anything listed in Clause 18.3 of the General Terms applies to you, immediately notify BT and BT may take action to repossess the Purchased Equipment. You will also notify interested third parties that BT owns the Purchased Equipment.
- (l) for the DSL and or Ethernet Services ordered by the Customer through the IP Connect Self Service Portal the Customer shall ensure that the data provided for ordering the Services is accurate. BT will not be held responsible for any delay caused by the incorrectness of the data or for the Charges due to the cancellation of an incorrect Order.

### 9.2 Acceptance Tests

9.2.1 After receiving notice from BT under Paragraph 8.3.5, you will promptly carry out the Acceptance Tests for the Service. The Service will be deemed to have been accepted if you have not:

- (a) carried out the Acceptance Tests and confirmed acceptance in writing; or
- (b) notified BT in writing that the Service has not passed the Acceptance Tests,

on the date that BT completes BT's tests as set out in Paragraph 8.1.7(ii).

9.2.2 Subject to Paragraph 9.2.3, the Service Start Date will be the earlier of the following:

- (a) the date that you confirm acceptance of the Service in writing under Paragraph 9.2.1(a); or
- (b) the date that BT completes BT's tests as set out in Paragraph 8.1.7(ii).

9.2.3 In the event that the Acceptance Tests are not passed, BT will remedy the non-conformance without undue delay and notify you that BT has remedied the non-conformance, and inform you of the Service Start Date.

### 9.3 In addition, for the Cloud Firewall feature, you will:

9.3.1 be entitled to request login/password combinations for access to BT's security portal, for use by you or your agents. You may assign one login combination to BT's personnel. You are responsible for your agents' use of these login/ password combinations;

9.3.2 submit the CSP before the Customer Committed Date ("CCD"). BT will respond with a Security Policy Document, which you will authorise at least five Business Days before the CCD. CSPs can be complex to define, therefore BT's consultancy is available to help capture your 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 your miss-specification of your security requirements in the CSP, or from unforeseen consequences of a correctly specified and correctly implemented CSP;

9.3.3 ensure that your network and all applications on your side of the Service Management Boundary will conform to all relevant Internet Protocol standards;

9.3.4 not use a Domain Name that infringes the rights of any person in a corresponding trade mark or name; and

9.3.5 not use IP Addresses that you do not own or that are incorrectly specified. You are responsible for the use of these IP Addresses.

### 9.4 In addition, for the Fast Turn-up Service, you will:

9.4.1 provide BT with a correctly completed baseline configuration form;



- 9.4.2 provide all Service items (e.g. internal cabling) from the Gateway Device;
- 9.4.3 ensure that you have an existing Service in place;
- 9.4.4 not resell or attempt to resell the Fast Turn-up Service (or any part or facility of it) to anyone else;
- 9.4.5 only use the SIMs in the Gateway Device and will only use the Gateway Device with the SIMs;
- 9.4.6 obtain and keep in force any licence necessary for you to use the Fast Turn-up Service;
- 9.4.7 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 Contract or Schedule.
- 9.4.8 take all necessary steps to ensure that User Security Details are kept confidential, secure and not made available to unauthorised persons;
- 9.4.9 inform BT immediately if it believes that any User Security Details are, or are likely to be, used in an unauthorised way;
- 9.4.10 not change, or attempt to change, a user-name without BT's prior agreement;
- 9.4.11 until, and unless, ownership 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;
- 9.4.12 not connect, continue connection or knowingly allow any third party to connect or continue the connection of any GPRS Gateway to the BT Network;
- 9.4.13 comply with such security or other provisions in relation to international Roaming that BT provides to you from time to time;
- 9.4.14 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;
- 9.4.15 obtain and keep in force any licence necessary for you to use the Fast Turn-up Service and/or Gateway Devices in any country in which it is provided;
- 9.4.16 not tamper with the Gateway Devices so as to invalidate any guarantee and will be liable to pay BT's standard Charges for repairs outside of the guarantee;
- 9.4.17 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 this Paragraph 9.4. BT will notify you of any such Claims or proceedings and keep you informed as to the progress of such Claims or proceedings and have due regard to your representations;

### 9.5 Service Operation

On and from the Service Start Date, you will:

- 9.5.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 9.5.2 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;
- 9.5.3 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
- 9.5.4 ensure that any Customer Equipment that is connected to the Service or that you use, directly or indirectly, in relation to the Service is:
  - (a) connected;
  - (b) 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; and
  - (c) adequately protected against viruses and other beaches of security;
  - (d) technically compatible with the 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
  - (e) approved and used in accordance with relevant instructions and Applicable Law;
- 9.5.5 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;
- 9.5.6 connect equipment to the Service only by using the NTE at the Sites or to the LAN Port of the CPE;
- 9.5.7 where applicable, distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;



- 9.5.8 in order to ensure the security of personal or confidential data sent over the network, put in place appropriate security measures to ensure such data is fully protected.
- 9.5.9 where applicable, maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User;
- 9.5.10 where applicable, ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the 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 Service; and
  - (c) satisfy BT's security checks if a password is lost or forgotten.
- 9.5.11 if BT requests you to do so in order to ensure the security or integrity of the Service, change any or all passwords and/or other systems administration information used in connection with the Service;
- 9.5.12 comply with the provisions of any Software licences provided with or as part of the Service; and
- 9.5.13 in relation to the Cloud Firewall feature:
- (a) 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 your 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;
  - (b) specify, in accordance with Paragraph 9.5.13(a), the changes to be implemented by BT. In no event will BT be liable for any consequences arising from miss-specification of requirements by you, or unforeseen consequences of correctly-specified and correctly-implemented change requests; and
  - (c) agree that BT will apply "**reasonable use**" restrictions for in-life changes to the CSP. The threshold level for such restrictions is defined as you 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:
    - (i) aggregate your requests over a period of time, so that BT can implement such requests more efficiently. In these circumstances, you agree that there may be some implementation delays and no targets will apply to the implementation of such changes; or
    - (ii) review your requirements, and mutually agree an appropriate alternative implementation process and any associated Charges;
- 9.5.14 in relation to the Fast Turn-up Service:
- (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 you for any costs incurred by BT for such changes;
  - (c) provide trained staff to support your use of the Fast Turn-up Service; and
  - (d) only report Incidents relating to the Fast Turn-up Service by telephoning the Fast Turn-up Service Desk. When reporting an Incident you will provide BT with a contact name and telephone number which BT will use to advise you on the progress being made to resolve the Incident.
- 9.5.15 In relation to the Bandwidth on Demand feature:
- (a) manage changes to bandwidth speeds at your Sites;
  - (b) provide BT with a list of Authorised Users and their roles when the feature is being enabled and maintain such a list;
  - (c) communicate dates and times of Bandwidth on Demand Orders within your organisation.
- 9.6 The End of the Service**
- 9.6.1 On termination of the Service by either one of us, or expiry you will:
- (a) provide BT with all reasonable assistance necessary to remove BT Equipment from the Sites;
  - (b) disconnect any Customer Equipment from BT Equipment located at the Sites;
  - (c) not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
  - (d) arrange for any BT Equipment located at the Sites to be returned to BT; and
  - (e) be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.



- (f) provide BT with a date on which termination of the Service (or each part of the Service, including to each Site) is requested to take place (“**Customer Required by Date**”);
- (g) record the date (for each part of the Service, including to each Site) that BT advises is the BT Adjusted Customer Required by Date; and

9.6.2 On termination of the Service by either one of us, or expiry you will:

- (a) provide BT with the information that will enable BT to create a termination order for the Service-e.g. specific Service identity, current site contact details (name, phone & email);
- (b) notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;
- (c) provide BT, BT’s employees, agents, consultants and subcontractors, with access to your premises, offices and other facilities and utilities as is reasonably required by BT to terminate the Service; and
- (d) notify BT in writing at least 10 Business Days before the BT Adjusted Customer Required by Date if a postponement of date is required.

### 9.7 Additional Termination Provisions

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

9.7.2 The Fast Turn-up Service may be terminated or cancelled by either of us on 25 Business Days’ Notice to the other. Such termination or cancellation may be subject to your payment of Termination Charges if the Service is cancelled during the Fast Turn-up Service Minimum Period, as set out in Paragraph 12.

## 10 Notification of Incidents

Where you become aware of an Incident:

- 10.1 the Customer Contact will report it to BT’s Service Desk;
- 10.2 BT will give you a unique reference number for the Incident (“**Ticket**”);
- 10.3 BT will inform you when BT believes the Incident is cleared, and will close the Ticket when:
- 10.4 you confirm that the Incident is cleared within 24 hours of being informed; or
- 10.5 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.
- 10.6 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 endeavour to resolve the Incident and, where appropriate, BT will continue to measure Availability Downtime, until the Ticket is closed as set out in Paragraph 10.3.
- 10.7 Where the Service is provided with BT Managed Routers, if BT becomes aware of an Incident, Paragraphs 10.2, 10.3 and 10.4 will apply.
- 10.8 For CPA, you will confirm with your supplier that the CPA is working correctly before reporting Incidents to BT. BT will not record Availability Downtime for reported Incidents until you have confirmed that the CPA is working.

## 11 Invoicing

- 11.1 BT will invoice you for the Charges for the Service as set out in Paragraph 11.2 in the amounts and currency specified in any Orders.
- 11.2 Unless stated otherwise in an applicable Order, BT will invoice you for:
  - 11.2.1 Installation Charges, on the Service Start Date;
  - 11.2.2 Recurring Charges, except Usage Charges, monthly in advance on the first day of the relevant month (for any period where Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis);
  - 11.2.3 Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates;
  - 11.2.4 any Charges for any Purchased Equipment from the Service Start Date, and those Charges which will apply from the date of delivery of that Purchased Equipment;
  - 11.2.5 De-installation Charges within 60 days of de-installation of the Service;
  - 11.2.6 any Termination Charges incurred in accordance with Paragraph 12 upon termination of the relevant Service; and
  - 11.2.7 any reconfiguration Charges incurred in accordance with Paragraph 11.5.



- 11.3 In the case of a Resilient Service, you agree that charging will commence on the delivery and installation of the first delivered Circuit.
- 11.4 BT may invoice you for any of the following Charges in addition to those set out in the Order:
- 11.4.1 Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is outside the Service Management Boundary;
  - 11.4.2 Charges for commissioning the Service as set out in Paragraph 8.3 outside of Business Hours;
  - 11.4.3 Charges for restoring Service if the Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
  - 11.4.4 Charges for cancelling the Service in accordance with Clause 16 of the General Terms;
  - 11.4.5 Charges for expediting provision of the Service at your request after you have been informed of the Customer Committed Date; and
  - 11.4.6 any other Charges set out in any applicable Order or the BT Price List or as otherwise agreed between both of us.
- 11.5 **Reconfiguration Charges**
- 11.5.1 Port upgrades - If you upgrade to a new Port, with a speed that is greater than the old Port speed, there will be no De-installation Charges for the old Port. A new Port installation Charge will apply as set out in the Order. You will also pay any Charges that BT pays the Access Line supplier for any changes to the Access Line. You will not make any decreases to Port speed for the affected Service for 20 Business Days following an upgrade.
  - 11.5.2 CoS changes, including Multiple VPN CoS changes will have a reconfiguration Charge. You will not make decreases to the affected CoS for 20 Business Days following a change.
  - 11.5.3 Changes to Access Line speed or location will incur Installation Charges for the new Access Line and De-installation Charges for the old Access Line.
  - 11.5.4 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.
  - 11.5.5 DSL upgrade or downgrade will incur a one-time Charge.
  - 11.5.6 You may request up to two tests of a Resilient Access type during any 12 months. BT will charge you for any additional tests.
- 11.6 For the Fast Turn-up Service, BT will invoice you as set out in the Order, and the Charges will comprise of:
- 11.6.1 a one-off configuration Charge to enable the Fast Turn-up Service on your IP Connect Global VPN;
  - 11.6.2 a one-off deployment and configuration Charge per Gateway Device, which includes an ancillary antenna;
  - 11.6.3 Recurring Charges per Gateway Device per month; and
  - 11.6.4 excess Usage Charges per Mobile service managed Gateway Device per month.
- 11.7 BT provides SIM Cards for the Fast Turn-up Service to you on a free of Charge basis, and they will be shipped active and billable in the Gateway Device. BT will charge you for replacement SIM Cards due to loss, theft or damage caused by you at the current rate as notified to you.
- 11.8 Charges for the Fast Turn-up Service are rounded up to the nearest whole unit within the applicable currency.
- 11.9 Charges for the Fast Turn-up Service per extra 1 MB are calculated on a pro rata basis in units of 1 KB.
- 11.10 If BT works at a Site in response to an Incident reported by BT 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 you an additional 'per occasion' repair Charge. BT will agree the Charges with you prior to any commencement of the work.
- 11.11 You are responsible for and will pay the Charges for the Fast Turn-up Service whether the Fast Turn-up Service is used by you or a third party.
- 11.12 BT may revise the Fast Turn-up Service Charges on 20 Business Days' notice to you or such other period stated in the Order.

## 12 Charges at the End of the Contract

- 12.1 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or any Service for convenience, you will pay BT:
- 12.1.1 all outstanding Charges for Service rendered;





- 12.1.2 De-installation Charges;
- 12.1.3 any remaining Charges outstanding with regard to BT Equipment or Purchased Equipment;
- 12.1.4 all incremental charges incurred by BT from a supplier due to the early termination;
- 12.1.5 any other Charges set out in the Order; and
- 12.2 in addition to the Charges set out at Paragraph 12.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT:
  - 12.2.1 for any parts of the Service that were terminated during the first 12 months of the Minimum Period of Service:
    - (a) Termination Charges, as compensation equal to 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service;
    - (b) 20% 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.
- 12.3 **HVPN Charges**
  - 12.3.1 Unless stated otherwise in the Contract, HVPN Charges will 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 Charges are subject to change without notification.
  - 12.3.2 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 Line supplier.
  - 12.3.3 For BT Provided Access, BT will charge you an excess download Charge if your use of the Service exceeds BT's suppliers' download limits. BT will apply this Charge every two months, in arrears.

### 13 Service Amendment

- 13.1 You may request, by giving BT Notice, a change to:
  - 13.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or
  - 13.1.2 the Service at any time after the Service Start Date.
- 13.2 If you exercise your right under Paragraph 13.1, and except where a change results from BT's failure to comply with BT's obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:
  - 13.2.1 the likely time required to deliver the changed Service; and
  - 13.2.2 any changes to the Charges due to the changed Service.
- 13.3 BT has no obligation to proceed with any change that you request under Paragraph 13.1, unless and until BT has both agreed in writing on the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change.
- 13.4 If we change a Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, in BT's reasonable discretion, apply additional reasonable one-time and/or Recurring Charges.

### 14 IP Addresses and Domain Names

- 14.1 Except for IP Addresses expressly registered in your name, all IP Addresses and Domain Names made available with the 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 and/or Domain Names will cease on termination or expiration of the Service.

### 15 BT Equipment

- 15.1 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.
- 15.2 You will not use BT Equipment other than in accordance with BT's written instructions or authorisation and will not move, add to, reconfigure, modify or otherwise interfere with BT Equipment, nor permit any other person (other than a person authorised by BT) to do so.
- 15.3 You will be liable to BT for any loss of or damage to BT Equipment, except where the loss or damage is a result of fair wear and tear or caused by BT.
- 15.4 You will not move or relocate any BT Equipment without BT's prior written consent and you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation.
- 15.5 Ownership in any Gateway Device or in any SIM Card supplied without Charge remains with BT.



- 15.6 If BT supplies you with a SIM:
- 15.6.1 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;
  - 15.6.2 BT may cancel any SIM if it has not been used by you for six consecutive months. BT will Notify you after five consecutive months of non-use of BT's intention to cancel the SIM. If BT cancels a SIM and that SIM is subject to a Fast Turn-up Service Minimum Period, you will pay BT the relevant Termination Charges.
  - 15.6.3 you acknowledge and accept 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 BT 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 BT Network is connected;
    - (f) the compatibility of the Customer Equipment used; and
    - (g) any other conditions or circumstances beyond BT's control.

## 16 WEEE Directive

- 16.1 You will be responsible under 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**").
- 16.2 Each of us acknowledge that for the purposes of Article 13 this Paragraph 16 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 16.3 You will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.
- 16.4 You will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party which would not have been caused or made had you fulfilled your express or implied obligations under this Paragraph 16 or in connection with the WEEE Directive.
- 16.5 BT will notify you of any such claims or proceedings and keep you informed as to the progress of such claims or proceedings.

## 17 Purchased Equipment

### 17.1 Consumer Regulations

Where you place an Order acting for purposes which are related to your trade, business or profession, it will be deemed a business to business transaction to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply.

### 17.2 Sale of Goods

The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.

### 17.3 Transfer of Risk and Ownership

17.3.1 Where any Purchased Equipment is delivered to a Site that is located within the Territory:

- (a) if BT delivers or installs the Purchased Equipment, risk will pass to you on delivery of the Purchased Equipment, but you will not be liable for any loss or damage that is caused by BT's negligence;
- (b) if BT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment; and
- (c) ownership in the Purchased Equipment will pass to you when you have paid for it in full. For deliveries in the United Kingdom, title in Gateway Devices will pass to you on payment in full. For deliveries outside the United Kingdom, title in Gateway Devices will pass to you on despatch from the final shipping point in the United Kingdom.

17.3.2 Where the Purchased Equipment is delivered to a Site that is not located within the Territory:

- (a) ownership in the Purchased Equipment will pass to you upon dispatch; and
- (b) risk in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you in accordance with Incoterms® 2010 DAP, but you will not be liable for any loss or damage that is caused by BT's negligence.



17.4 **Acceptance**

- 17.4.1 Where the Purchased Equipment is delivered to a Site that is located within the Territory, the Purchased Equipment will be deemed to have been accepted:
  - (a) if BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
  - (b) if BT installs the Purchased Equipment, the earlier of:
    - (i) the Service Start Date in accordance with Paragraph 9.2.2 and
    - (ii) if you notify BT in writing that the Purchased Equipment has not passed the Acceptance Tests and that is due to minor Incidents that do not affect the Purchased Equipment's performance, the date of that notice.
- 17.4.2 Where the Purchased Equipment is delivered to a Site that is not located within the Territory, acceptance of the Purchased Equipment will take place on signature for the delivery at the port of entry, or at the final delivery address(es) that BT has agreed with you if BT is shipping the Purchased Equipment.
- 17.4.3 Except where you have relied on BT's written advice, it is your responsibility to satisfy yourself as to the suitability of Purchased Equipment for your needs.

17.5 **Security**

- 17.5.1 You are responsible for the proper use of any user names, personal identification numbers and passwords used with the Purchased Equipment, and you will take all necessary steps to ensure that they're kept confidential, secure and not made available to unauthorised persons.
- 17.5.2 BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.



## Part C – Service Levels

### 18 On Time Delivery

#### 18.1 On Time Delivery Service Level

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

#### 18.2 On Time Delivery Service Credits

18.2.1 If BT does not meet the On Time Delivery Service Level, you may claim On Time Delivery Service Credits for each day after the Customer Committed Date until the Service is delivered at the Site, as set out in this Paragraph 18.2.

18.2.2 You may claim On Time Delivery Service Credits by reporting any failure to meet the On Time Delivery Service Level to the Service Desk in accordance with Paragraph 10.

18.2.3 On Time Delivery Service Credits are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charge for the affected Site or Circuit.

18.2.4 If both of us have agreed a revised Customer Committed Date in writing, or if BT exercises BT’s right to revise the Customer Committed Date as set out in Paragraph 18.3.1, the calculation of any On Time Delivery Service Credits will be made by reference to the revised Customer Committed Date.

#### 18.3 Exceptions

18.3.1 If you request a change to the Service or any part of the Service, including, without limitation, any Purchased Equipment or any IP Address location, then BT may change the Customer Committed Date to accommodate that change.

18.3.2 The On-Time Delivery Service Level does not apply to upgrades and/or changes to the Services, 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.

18.3.3 BT may expedite delivery of the Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

18.3.4 The On Time Delivery Service Level will not apply to the Fast Turn-up Service, or to traffic sent to/from any Site(s) using the Fast Turn-up Service to connect to the Customer’s Network and instead the provisions of Paragraph 18.3.5 will apply.

18.3.5 For Basic DSL, as described in Paragraph 2.1.5, BT will use reasonable endeavours in delivery of the Service and will not offer any Service Credits for any delays as set out in Paragraph 18.2 of this Schedule. It is not possible for BT to escalate delivery times with any of BT’s suppliers.

18.3.6 For the Fast Turn-up Service:

- (a) BT will use reasonable endeavours to deliver the Gateway Device for the Fast Turn-up Service to a mainland location in Europe within five Business Days of clean Order acceptance;
- (b) BT will use reasonable endeavours to reconfigure your existing Service on the BT Network within 10 Business Days of clean Order acceptance;
- (c) BT will use reasonable endeavours to provide the Fast Turn-up Service by the date agreed with you, but all dates are estimates and BT has no liability for any failure to meet any date.

### 19 Service Availability

#### 19.1 Availability Service Level

19.1.1 From the Service Start Date, BT will provide the Service with a target availability corresponding to the applicable SLA Category for the Service as set out in the table in Paragraph 19.2.1 (the “**Availability Service Level**”).

19.1.2 You may request Availability Service Credits for Qualifying Incidents at either:

- (a) the Standard Availability Service Credit Rate, as set out in Paragraph 19.3.4; or
- (b) as applicable, the Elevated Availability Service Credit Rate, as set out in Paragraph 19.3.5.

#### 19.2 SLA Categories

19.2.1 The following table sets out the Availability Annual Targets, the Maximum Annual Availability Downtime, the Maximum Monthly Availability Downtime, the Standard Availability Service Credit Rate, the Elevated Availability Service Credit Rate and the Service Credit Interval for each SLA Category:



SLA Category	Availability Annual Target	Maximum Annual Availability Downtime	Maximum Monthly Availability Downtime	Standard Availability Service Credit Rate	Elevated Availability Service Credit Rate	Service Credit Interval
Cat A++	≥ 99.999%	5 minutes	0 minutes	4%	8%	5 min
Cat A+	≥ 99.99%	1 hour	0 minutes	4%	8%	15 min
Cat A1	≥ 99.97%	3 hours	0 minutes	4%	8%	1 hour
Cat A	≥ 99.95%	4 hours	0 minutes	4%	8%	1 hour
Cat B	≥ 99.90%	8 hours	1 hour	4%	8%	1 hour
Cat C	≥ 99.85%	13 hours	3 hours	4%	4%	1 hour
Cat D	≥ 99.80%	17 hours	5 hours	4%	4%	1 hour
Cat E	≥ 99.70%	26 hours	7 hours	4%	4%	1 hour
Cat F	≥ 99.50%	43 hours	9 hours	4%	4%	1 hour
Cat G	≥ 99.00%	87 hours	11 hours	4%	4%	1 hour
Cat H	≥ 98.00%	175 hours	13 hours	4%	4%	1 hour
Cat I	≥ 97.00%	262 hours	15 hours	4%	4%	1 hour

### 19.3 Availability Service Credits

- 19.3.1 If a Qualifying Incident occurs, BT will measure and record the Availability Downtime for the Site or Circuit starting from when you report or, if the Service is provided with BT Managed Routers, BT will give you notice of a Qualifying Incident, and ending when BT closes the Incident in accordance with Paragraph 10.3.
- 19.3.2 BT will measure the Availability Downtime in units of full minutes in respect of the Local Contracted Business Hours for Access Line Incidents, and in the Contracted Maintenance Hours for BT Equipment Incidents.
- 19.3.3 BT will then calculate the cumulative Availability Downtime for the calendar months in which the Qualifying Incident occurred (the “**Cumulative Monthly Availability Downtime**”) and for the previous 12 consecutive calendar months (the “**Cumulative Annual Availability Downtime**”), but in the event that the Site or Circuit has been installed for less than 12 consecutive months, BT will apply an assumed Cumulative Annual Availability Downtime for the previous 12 consecutive months using the Availability Downtime data recorded to date.
- 19.3.4 In the event that the Cumulative Monthly Availability Downtime by Service exceeds the Maximum Monthly Availability Downtime, you may request Availability Service Credits at the Standard Availability Service Credit Rate for each stated Service Credit Interval above the Maximum Monthly Availability Downtime.
- 19.3.5 In the event that the Cumulative Annual Availability Downtime by Service, measured in accordance with Paragraph 19.3.1 above, exceeds the Maximum Annual Availability Downtime, you may request Availability Service Credits for all further Qualifying Incidents at the Elevated Availability Service Credit Rate for each started Service Credit Interval above the Maximum Annual Availability Downtime up to and until the Cumulative Annual Availability Downtime by Service is less than the Maximum Annual Availability Downtime.
- 19.3.6 Availability Service Credits are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charges.

### 19.4 Exceptions

- 19.4.1 For the Fast Turn-up Service:
- BT will use reasonable endeavours to respond to Incidents notified to BT within five hours after each Incident has been logged by BT. BT does not guarantee or accept any liability for failure to meet the target response/repair time set out in this Paragraph 19.4.1(a). If the Incident is not cleared during this period BT will advise you of the progress being made to resolve the Incident;
  - Gateway Devices include a 12 month manufacturer’s warranty from the date of delivery to you;
  - if you report an Incident during the first 36 months from the date of delivery of the Gateway Device (or any other period confirmed in writing by BT) and the Incident is due to faulty design, manufacture, materials or BT’s negligence, BT will repair or (at the manufacturer’s 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;
  - BT may ask you to send the faulty Gateway Device to a UK specified address at your cost;
  - repairs under the warranty may take up to 25 Business Days. BT will return repaired Gateway Devices to you at BT’s cost;
  - where any repairs to the Gateway Device are required that are not covered by the warranty or where the warranty has expired, BT will provide you with a written quotation for the repairs required and will



require a purchase order prior to proceeding with the repair. In all cases you will be liable for shipping costs where the Gateway Device is to be returned by BT to you;

- (g) prior to returning a Gateway Device to BT for repair, you will first seek a Return Merchandise Authorisation (“**RMA**”) from BT. BT may disregard all equipment sent back without the correct RMA paperwork; and
- (h) BT may impose a Charge where no fault is found. Where no fault is found you will be responsible for paying all shipping costs.

### 19.5 Network Performance

19.5.1 In addition to the Service Levels set out in Part C of this Schedule, network performance Service Levels apply to traffic sent at the subscribed rate, marked In-Contract and only to the Sites accessing the Service from the identified cities in which BT has PoP locations. Not all CoS are available from all locations.

19.5.2 The standard network performance Service Level measures performance on the BT Network and does not include your access to the BT Network.

19.5.3 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.

19.5.4 If you order Site to Site performance reports, then BT may agree to set specific Site to Site targets, for RTD and Jitter, which is dependent on your network configuration. For the avoidance of doubt, if BT agrees to set Site to Site targets for you, other network performance Service Level targets as set out in Paragraphs 19.5.2 and 19.5.3 of this Schedule will not apply.

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

#### 19.5.6 Round Trip Delay (“**RTD**”) (all Classes of Service)

- (a) BT will send two test packets of 100 bytes for DE Class, 10 test packets of 100 bytes for AF Class or 10 test packets of 80 bytes for EF Class every minute, 24 hours a day between designated BT Network PE Routers, and measure the time it takes a test packet to return to its origin. Round Trip Delay statistics are calculated as the average of all test packets sent and received in one month.
- (b) For valid claims, BT will give you a Service Credit of 2 per cent of the Monthly Site Charges if BT fails to meet the average RTD target for any CoS in any month. BT will give you a Service Credit of 4 per cent of the Monthly Site Charges if the target is missed by more than 20 per cent.

#### 19.5.7 Packet Delivery (all Classes of Service)

- (a) BT will send 10 test packets of 100 bytes for AF Class or DE Class or 10 test packets of 80 bytes for EF Class, every minute, 24 hours a day between designated BT Network PE Routers. Packet Delivery statistics are calculated as the average of all test packets sent and received in one month.
- (b) For valid claims, BT will give you a Service Credit of 2 per cent of the Monthly Site Charges if BT fails to meet the average Packet Delivery target for any CoS in any month.

#### 19.5.8 Jitter (EF Class only)

- (a) BT will send 10 test 80 byte packets with 20 ms spacing, every minute, 24 hours a day between designated BT Network PE Routers. Jitter statistics are calculated as the average of all test packets sent and received in a month.
- (b) For claims that BT reasonably considers to be valid, BT will give you a Service Credit of 2 per cent of the Monthly Site Charges if BT fails to meet the average Jitter target in any month. BT will give you a Service Credit of 4 per cent of the Monthly Site Charges if the target is missed by more than 20 per cent

#### 19.5.9 Site to Site Network Performance

BT Managed Routers are mandatory for Site to Site network performance.

The Site to Site Service Level measures performance between designated Managed Routers at the Sites. Performance is measured using BT’s customer reports platform and you will order Site to Site Reports for each path to be measured, and pay the Charges for the reports as set out in BT’s relevant quote and/or Order.

The following restrictions apply to Site to Site network performance Service Level:

- (a) Port speeds must be at T1/E1 and above;
- (b) Access Lines 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. Both of us will agree new targets for those Sites;
- (d) the Service Levels will not apply on any path in any month where average Port utilisation exceeds 50 per cent;
- (e) the Service Levels on network performance only applies for In-Contract bandwidth (except DE Class- as that is not In-Contract or Out-of-Contract); and
- (f) Sites where Site to Site Report is ordered are excluded from the regional report so regional reports and regional processes such as Service Credits for regional breaches are not applicable.

### 19.5.10 BT Reach-in NNI

- (a) Service Levels for the supplier's network performance for RTD (all Classes of Service), Packet Delivery (all Classes of Service) and Jitter (EF Class only) are measured by BT's supplier on a core network basis only. The supplier equipment used for measurements may or may not be equipment that the Site(s) connect to. The mechanism for network performance measurements may vary from country to country depending on suppliers' measurement procedures.
- (b) BT will give you a Service Credit of 1 per cent of Monthly Site Charges per affected Site for valid claims if in any month the supplier's network does not meet:
  - (i) the RTD target;
  - (ii) the Packet Delivery target; or
  - (iii) in the case of EF Class only, the Jitter target.

## 20 Resiliency Restoration

### 20.1 Resiliency Restoration Service Level

- 20.1.1 Where you have purchased a Resilient Service and experience loss of Service on any Resilient Component (which does not amount to a Severity Level 1 Incident), BT aims to restore Service to the affected Resilient Components within 24 hours of you reporting the Incident, or in the case of a BT Managed Router, or BT detecting the Incident ("**Resiliency Restoration Service Level**"), but the Resiliency Restoration Service Level will not apply where there is a Qualifying Incident (in which case, the Availability Service Level will apply, in accordance with Paragraph 19.3).

### 20.2 Resiliency Restoration Service Credits

- 20.2.1 If the affected Resilient Components are not restored within 24 hours, you may request a Service Credit ("**Resiliency Restoration Service Credit**") for each commenced hour in excess of the Resiliency Restoration Service Level.
- 20.2.2 Resiliency Restoration Service Credits are equal to 1 per cent of the total monthly Recurring Charges for the Resilient Service up to a maximum amount equal to 100 per cent of the monthly Recurring Charges.

## 21 Requests for Service Credits

- 21.1 You may request applicable Service Credits within 28 days of the end of the calendar month in which an Incident occurred by providing details of the reason for the Claim and any failure by you to submit a request in accordance with this Paragraph 21.1 will constitute a waiver of any Claim for Service Credits in that calendar month.
- 21.2 Upon receipt of a valid request for Service Credits in accordance with Paragraph 21.1;
  - 21.2.1 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
  - 21.2.2 following expiry or 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.
- 21.3 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 21.4 The Service Levels under this Schedule will not apply:
  - 21.4.1 in the event that Clause 8 of the General Terms applies;
  - 21.4.2 during any trial period of the Service;
  - 21.4.3 to failures due to any Force Majeure Event;
  - 21.4.4 if you cause a delay or do not provide any requested information in accordance with any reasonable timescales BT tells you about;
  - 21.4.5 to any Incident not reported in accordance with Paragraph 10 above;



- 21.4.6 if you have not complied with the Contract; or
- 21.4.7 where you have not confirmed that the CPA is working correctly.
- 21.5 Any failure by BT to meet the Service Levels is not in itself a material breach of the Contract.
- 21.6 BT will suspend measurement of network performance (as set out in Paragraph 19.5 of this Schedule) if there is a:
  - 21.6.1 Qualifying Incident affecting Availability; or
  - 21.6.2 failure on the primary Port link on a Resilient Access Line and the speed of the secondary link is lower than the Primary Port link.
- 21.7 The designated BT Network PE Routers used for the standard Service Level measurements may, or may not be, BT Network PE Routers that the Sites connect to.





## Part D – Defined Terms

### 22 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):

**“Acceptance Tests”** means those objective tests conducted by you, which, when passed confirm that you accept the Service and that the Service is ready for use save for any minor non-conformities, which will be resolved as an Incident as set out Paragraph 8.7.1 and 8.7.2.

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

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

**“Availability”** means the period of time when the Service is functioning.

**“Availability Downtime”** means the period of time during which a Qualifying Incident exists as measured by BT in accordance with Paragraph 19.3.1.

**“Availability Service Credit”** means the Service Credit calculated at the Standard Availability Service Credit Rate or at the Elevated Availability Service Credit Rate as applicable.

**“Availability Service Level”** has the meaning given in in Paragraph 19.1.1.

**“Billing Start Time”** means the time stamp marked against a Successful Flex Event.

**“Billing Stop Time”** means the stop time set out in the portal.

**“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.

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

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

**“Class of Service”** or **“CoS”** means a categorisation of differentiated services across an MPLS network.

**“Cloud Connect Direct”** means the feature as set out in Paragraph 3.8.

**“Cloud Connect to Data Centre”** means the feature as set out in Paragraph 3.7.

**“Cloud Firewall”** means the feature as set out in Paragraph 3.9.

**“Communities of Interest”** means individual groups in your network, the members of which are allowed to communicate with each other.

**“Content”** means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

**“Contention Ratio”** means a service which offers (or attempts to offer) the Users of the network a minimum statistically guaranteed contention ratio, while typically offering peaks of usage of up to the maximum bandwidth supplied to the User.

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

**“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.

**“Cumulative Annual Availability Downtime”** has the meaning given in Paragraph 19.3.3.

**“Cumulative Monthly Availability Downtime”** has the meaning given in Paragraph 19.3.3.

**“Customer Committed Date”** has the meaning given in Paragraph 8.1.4.

**“Customer Contact”** has the meaning given in Paragraph 9.1.1.

**“Customer Defined IP Routing Policy”** has the meaning given in Paragraph 3.6.4.

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

**“Customer Network”** means your 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 Provided Access”** or **“CPA”** has the meaning given in Paragraph 2.1.7.

**“Customer Required by Date”** has the meaning given in Paragraph 9.6.1(f).

**“Customer Requirements Form”** means the form that sets out the requirements for the Service agreed between the both of us.

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



“**DAP**” means Delivered at Place as defined in Incoterms® 2010.

“**Data Centre**” means a location owned or occupied by BT or a third party provider where BT Equipment is used to host data

“**DE Class**” means the ‘default’ Class of Service, which requires the use of reasonable endeavours only and is used for non-critical, non-delay sensitive applications.

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

“**Differentiated Services Code Point**” or “**DSCP**” means a field in an IP packet that allows different levels of service to be assigned to network traffic; this is achieved by marking each packet on the network with a DSCP code and appropriating to it the corresponding level of service.

“**Digital Subscriber Line**” or “**DSL**” means a technology for transferring data over regular phone lines and can be used to connect to the Internet.

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

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

“**Elevated Availability Service Credit Rate**” means the applicable rate as set out in the table at Paragraph 19.2 for the relevant SLA Category.

“**EU**” means European Union.

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

“**Failover**” has the meaning as given in Paragraph 3.2.4(a).

“**Fast Turn-up Service**” has the meaning as given in Paragraph 2.1.9.

“**Fast Turn-up Service Centre**” has the meaning given in Paragraph 8.2.1.

“**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 Service Start Date, and lasting for three months or such other period as set out in the Order; and (b) the VPN enablement, beginning on the Service Start 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 Paragraph 2.1.9 of this Schedule.

“**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.

“**GS Portal**” means the portal that you can access for Service information, details of which are provided in the Customer handbook.

“**Hybrid VPN**” or “**HVPN**” means an access type that allows you to use a high speed broadband connection to the public Internet to access the Service.

“**Incident**” means an unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.

“**Incoterms® 2010**” means the International Commercial Terms, which are a series of pre-defined commercial terms published by the International Chamber of Commerce and are a trademark of the International Chamber of Commerce.

“**Installation Charges**” means those Charges set out in the Order in relation to installation of the Service and/or any Purchased Equipment, Customer Equipment and/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 Breakout**” or “**IBO**” has the meaning given in Paragraph 2.1.7(d)(i).

“**Internet Connect Global**” has the meaning given in Paragraph 3.13.1.

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

“**Internet Gateway Regional**” means the feature as set out in Paragraph 3.6.

“**Internet LAN**” or “**iLAN**” means an additional port with unrestricted Internet access, typically used for a guest LAN or Wi-Fi access to the Internet.

“**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.

“**IP Connect Global**” means BT’s MPLS based data VPN service known as “**IP Connect Global**”.

“**IP Connect Self Service Portal**” means the online system provided by BT that allows the Customer to order certain limited Services and obtain updates on their delivery. The Customer hereby 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.

**"IPsec Tunnel"** means a communication path between two end points and can be either static or dynamic.

**"Jitter"** means an indicator of the variation in the time between packets arriving at a Site.

**"Leased Line Access"** means a dedicated circuit from a Site to the nearest BT Network PoP.

**"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.

**"Local Loop Access"** means the physical local loop access circuit that bears the DSL service, which BT will deliver up to a defined demarcation point on the Site.

**"Managed Router"** means a Router owned and provided by BT for use with the Service, as further defined in Paragraph 3.1.1(a) of this Schedule.

**"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>.

**"Maximum Annual Availability Downtime"** has the meaning given in the table at Paragraph 19.2.1 for the relevant SLA Category.

**"Maximum Monthly Availability Downtime"** has the meaning given in the table at Paragraph 19.2.1 for the relevant SLA Category.

**"Minimum Period of Service"** means a period of 12 consecutive months beginning on the Service Start Date, unless otherwise set out in an Order.

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

**"Monthly Site Charges"** means the Recurring Charges to be paid by you for Port, Access and CPE.

**"MPLS"** has the meaning given in Paragraph 1.

**"Multi-Service Access"** means the Service Option described in Paragraph 3.13.

**"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.

**"Multicast VPN"** means a customer VPN that uses Multicast technology to transfer data.

**"Multiple Default Routes"** means the feature as set out in Paragraph 3.4.5.

**"Multiple Specific Routes"** means the features as set out in Paragraph 3.4.6.

**"Multiple VPN"** or **"mVPN"** means several individual VPNs configured within the Customer's network.

**"Network Terminating Equipment"** or **"NTE"** means the BT Equipment used to provide the 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.

**"Notice of Non-Renewal"** has the meaning given in Paragraph 7.1.1.

**"Notice to Amend"** has the meaning given in Paragraph **Error! Reference source not found..**

**"On Time Delivery Service Credits"** means 4% of the Recurring Charges for the applicable Site, per day.

**"On Time Delivery Service Level"** has the meaning given in Paragraph 19.1.

**"Open Systems Interconnection"** means a conceptual model that characterises and standardises the internal functions of a communication system by partitioning it into abstraction layers according to the (ISO/IEC 7498-1) standard.



**“Operating System”** or **“OS”** means a collection of software that manages computer hardware resources and provides common services for computer programs with the aim of optimising performance.

**“Packet Delivery”** means the measure of data successfully conveyed via the BT Network.

**“PBX”** means Private Branch Exchange.

**“Permanent Virtual Circuit”** or **“PVC”** means connectivity providing a dedicated Circuit link between two facilities

**“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 Access Line is connected to the BT Network.

**“Primary Access Line”** means the principal active, traffic carrying Access Line.

**“Primary Port”** means the service that you use to access the BT Network in a resilient scenario.

**“Provider Edge Routers”** or **“PE Routers”** means the BT Equipment on the edge of the BT Network where Access Lines are terminated and Customer traffic enters the MPLS core network.

**“PSTN”** means Public Switched Telephone Network, which is the concentration of the world's public circuit switched telephone networks.

**“Qualifying Incident”** means a Severity Level 1 Incident, except where any of the following events have occurred:

- (a) the 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 Service at a time when no Incident has been detected and/or reported.

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

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

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

**“Resiliency Restoration Service Credit”** has the meaning given in Paragraph 20.2.1.

**“Resiliency Restoration Service Level”** has the meaning given in Paragraph 20.1.

**“Resilient Component”** means, with respect to a Resilient Service, any of the Access Lines, BT Equipment or Purchased Equipment.

**“Resilient Service”** means a Service or part of a Service, as set out in the Order, where BT provides:

- (a) Two or more Access Lines, to provide more resiliency;
- (b) BT Equipment and/or Purchased Equipment; and
- (c) Maintenance service 24 hours a day and seven days a week, including public holidays in respect of (a) and (b) above.

**“Return Merchandise Authorisation”** or **“RMA”** means a returns policy form where you capture the Fast Turn-up Service Site inventory information and reason for returning device for exchange or repair.

**“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.

**“Round Trip Delay”** or **“RTD”** means the time taken for a packet to get to its destination and for its acknowledgement to return. It is an indicator of network delay performance.

**“Router(s)”** means a device that forwards data packets between computer networks, creating an overlay internetwork.

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

**“Secondary Access Line”** means the back-up Access Line used in the case of failure of the Primary Access Line.

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

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

**“Service Desk”** has the meaning given in Paragraph 8.1.1.

**“Service Credit Interval”** means as set out in the table at Paragraph 19.2.1 for the relevant SLA Category.

**“Service Level”** means each of the On Time Delivery Service Level, the Availability Service Level and the Resiliency Restoration Service Level.

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

**“Severity Level 1 Incident”** means an Incident that cannot be circumvented and that constitutes a complete loss of Service at the Site or Circuit and in respect of a Resilient Service, excluding any loss of service of a Resilient Component where you still has access to the Service through the other back-up Resilient Component.

“**Service Options**” has the meaning given in Paragraph 3.

“**SIM**” means ‘Subscriber Identity Module’ which is used to enable 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.

“**Simple Network Management Protocol**” or “**SNMP**” means an Internet-standard protocol for managing devices on IP networks.

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

“**Site to Site Report**” means an optional report that BT will provide to you, if requested by you, which contains information on network performance between pairs of Sites.

“**SLA Category**” means the category, as set out in the Order, which, in accordance with the table set out at Paragraph 19.2.1, specifies the following in relation to the Service, Site or Circuit:

- (a) Availability Annual Target;
- (b) Maximum Annual Availability Downtime
- (c) Maximum Monthly Availability Downtime;
- (d) Standard Availability Service Credit Rate;
- (e) Elevated Availability Service Credit Rate; and
- (f) Service Credit Interval.

“**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.

“**Standard Availability Service Credit Rate**” means the applicable rate as set out in the table at Paragraph 19.2.1 for the relevant SLA Category.

“**SMS**” means Short Messaging Service.

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

“**Standard Availability Service Credit Rate**” means the applicable rate as set out in the table at Paragraph 19.2 for the relevant SLA Category.

“**Standard Service Components**” has the meaning given in Paragraph 2.

“**Successful Flex Event**” means your bandwidth and CoS speeds are updated to the required speeds set out in the portal.

“**Territory**” means the country in which BT is registered as resident for corporate income tax purposes.

“**Termination Charges**” means those Charges incurred in accordance with Paragraph 12.

“**Throughput**” means the average rate of successful message delivery over a communication channel.

“**Ticket**” has the meaning given in Paragraph 10.2 and may also be known as a “**fault reference number**”.

“**Uniform Resource Locator**” or “**URL**” means a character string that points to a resource on an intranet or the Internet.

“**Unmanaged BT Router**” means a Router owned and provided by BT for use with the Service, as further defined in Paragraph 3.1.1(b) of this Schedule.

“**Unmanaged Customer Router**” means a Router owned and provided by you for use with the Service, as further defined in Paragraph 3.1.1(c) of this Schedule.

“**Usage Charges**” means the Charges for the Service or applicable part of the 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 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 Private Network**” or “**VPN**” means a network that appears private to your Users while being provided over network infrastructure that is shared with other customers. Unless otherwise agreed in writing, a customer’s communications over its VPN are restricted to those Sites belonging to your VPN.

“**Virtual LAN**” or “**VLAN**” means a broadcast domain that is partitioned and isolated in a computer network at the data link layer (OSI layer 2).

“**WEEE**” has the meaning given in Paragraph 16.

“**WEEE Directive**” has the meaning given in Paragraph 16.