



BT Internet 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 'either of us', 'either one of us', 'each of us', 'both of us', 'one of us' or 'we both' mean one or both Parties, whichever makes sense in the context of the sentence.

Part A – The Service

1 Service Summary

BT will provide you with a right to access and use the robust, reliable, high performance, managed global Internet access, comprising:

- 1.1 the Standard Service Component; and
- 1.2 any of the Service Options that are selected by you as set out in any applicable Order, (the "**Service**").
- 1.3 The Service is designed to connect Sites to the Internet, from branch offices to data centres, and to facilitate applications such as e-mail, access to the Internet and intranet and/or extranet deployment.

2 Standard Service Components

BT will provide you with all of the following standard service components in accordance with the details set out in any applicable Order:

2.1 Access Line and Port

- 2.1.1 BT or BT's agent will connect Site(s) to an Internet Point of Presence ("**PoP**") using the Access Line and type of Port set out in the Order.
- 2.1.2 The Access Line option(s) available at a Site will vary according to the location of the Site, but will include one or more of the following:
 - (a) Leased Line Access;
 - (b) Ethernet Access Line;
 - (c) your existing Access Line.
- 2.1.3 Port speeds available at an Internet PoP may vary.

2.2 IP Address Allocation and management

- 2.2.1 BT will manage the IP Addresses used with the Service.
- 2.2.2 You will specify in the Order whether you:
 - (a) will use your existing IP Addresses with the Service; or
 - (b) require IP Addresses to be allocated by BT.

2.3 Static or Dynamic Routing

- 2.3.1 You will specify in the Order whether communication between your network into the Internet will be static or dynamic (using BGP routing).
- 2.3.2 If you specify dynamic BGP routing with the Service, the Service will require the use of an Autonomous System Number ("**ASN**") to be used with it, you will specify in the Order whether you will use:
 - (a) your existing Public or Private ASN; or
 - (b) a Private ASN assigned by BT.

2.4 Domain Name System ("**DNS**") Service

BT will:

- 2.4.1 provide a caching DNS server to hold a number of frequently used DNS entries used by the Customer, to enable faster resolving of host names and IP Addresses.
- 2.4.2 configure BT's servers to enable Reverse DNS resolution for you, if your IP Addresses are allocated by BT as part of the Service.

2.5 Performance Reports

- 2.5.1 BT will make reports available identifying the performance of the BT Network between PoPs selected by BT. The performance parameters that can be viewed by you include the following:
 - (a) core network performance (including Port utilisation, Round Trip Delay, packet drops or discards);
 - (b) your Port performance (including Port utilisation, throughput, packet drop or discard, packet errors for average and peak values, inbound and outbound), ("**Internet Access Network Performance Reports**"). This service might not be available in certain locations.



- 2.5.2 The Internet Access Network Performance Reports are available via a web portal which can be accessed via the online global portal using the following website address:
https://www.globalservices.bt.com/uk/en/my_account
- 2.5.3 BT will update the information contained in the Internet Access Network Performance Reports periodically.

3 Service Options

BT will provide you with any of the following Service 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 Additional Domain Name System ("DNS") Service

- 3.1.1 BT will host your registered Domain Name as primary and/or secondary as set out below if you select one of the following as a Service option:
- (a) secondary DNS: BT will host your registered Domain Name on BT's server(s).
 - (b) both primary DNS and secondary DNS: BT will host your primary DNS and secondary DNS server(s) on two geographic locations to maximise resilience of the DNS Service.

3.2 Access Line Resilience

- 3.2.1 BT will provide a second Access Line to improve the availability of Internet connectivity at a Site(s), the following options are available:
- (a) **Secure:**
 - (i) BT will provide two separate Access Lines to a Site. BT will connect the two Access Lines to the same PoP.
 - (ii) The primary and secondary Access Lines will be either Leased Line or Ethernet Access Line.
 - (b) **Secure+**
 - (i) BT will provide two separate Access Lines to a Site. BT will connect the two Access Lines to separate PoPs.
 - (ii) The primary and secondary Access Lines will be either Leased Line or Ethernet Access Line.
- 3.2.2 Not all Service options are available at all Sites.
- 3.2.3 The following configuration options are available for the Access Lines:
- (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.
 - (c) For both (a) and (b) above, it is recommended the Port speed for each Access Line are equal.

3.3 Managed Routers: (only if BT delivers Access line as part of The Service)

- 3.3.1 BT will:
- (a) deliver and install the Managed Router(s) at the Site; and
 - (b) conduct acceptance testing of the Managed Router(s) up to layer three of the Open Systems Interconnection reference model and commission it into the Service;
- 3.3.2 A number of maintenance service options are available for Managed Routers. These options vary from country to country and must be selected for each Site and specified in the Order.

3.4 Customer Equipment (Customer Managed Routers)

- 3.4.1 If you order a Managed Router with the Service, depending on the location of the Service, you will receive LAN port from NTE equipment to your network or equipment:
- (a) as port based service; or
 - (b) a VLAN aware service (BT will provide a VLAN ID as part of the Service Delivery. You will need to support/manage the VLAN tagging on your own managed router at this point). You will not be able to see VLAN management if BT is delivering the Service using Managed Router.

3.5 Burstable Bandwidth

- 3.5.1 If you order Burstable Bandwidth as part of the Service, BT will provide a Port and Access Line to enable a higher speed than your sustained bandwidth requirement. This option is not available in all locations.
- 3.5.2 The monthly Port charge for Burstable Bandwidth will be calculated by determining sustained bandwidth for each Port. The calculation of sustained bandwidth will be based on the industry standard 95th percentile of sustained utilisation, where the highest 5% of traffic will be excluded and the billing will be based on the next value measured.



3.5.3 Reports will be made available through the online portal in accordance with Paragraph 2.5.

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; ("**Service Management Boundary**")
- 4.2 BT will have no responsibility for the Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.
- 4.4 for Service with Managed Routers, the LAN interface on the Managed Router. This includes provision, maintenance and management of all elements up to the Service Management Boundary; and
- 4.5 for Service without Managed Routers, the NTU of the Access Line. This includes provision, maintenance and management of all elements up to the Service Management Boundary.
- 4.6 Your existing Access Line falls outside of the Service Management Boundary.
- 4.7 BT will have no responsibility for the Service outside the Service Management Boundary.
- 4.8 BT does not make any representations, whether express or implied, about the interoperability between the Service and any Customer Equipment.
- 4.9 BT will have no responsibility for the Service (including any responsibility to meet any Service Levels) outside the Service Management Boundary.

5 Associated Services and Third Parties

- 5.1 If BT provides you with any service(s) other than the Service, this Schedule will not apply to those service(s) and those service(s) will be governed by their separate terms and conditions.
- 5.2 BT will not be liable for failure to or delay in supplying the Service if another supplier delays or refuses the supply of an electronic communications service to BT and no alternative service is available at reasonable cost.

6 Specific Terms and Conditions

6.1 Minimum Period of Service and Renewal Periods

- 6.1.1 Unless one of us gives Notice to the other of an intention to terminate the Service at least 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.
- 6.1.2 In the event that one of us gives at least 90 days' written Notice to the other of an intention to terminate the Service at the end of the Minimum Period of Service or any subsequent Renewal Period, BT will cease delivering the Service at 23.59 on the last day of the Minimum Period of Service or subsequent Renewal Period.
- 6.1.3 BT may propose changes to this Schedule by giving you Notice at least 90 days prior to the end of the Minimum Period of Service and each Renewal Period ("**Notice to Amend**").
- 6.1.4 Within 14 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.
- 6.1.5 If both of us have not reached agreement in accordance with Paragraph 6.1.4(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.

6.2 Access to Emergency Services

- 6.2.1 You acknowledge and agree that the Service does not provide the ability for Users to call the emergency services by dialling "999" or "112", nor does it provide caller location information.

6.3 Provider Independent Resources

- 6.3.1 BT is required by Réseaux IP Européens ("**RIPE**") to include the following conditions where you take Provider Independent Resource(s) ("**PIR**") with the Service:



- (a) BT is responsible for liaising with you and you will respond to BT's requests in order to keep registration records up-to-date;
- (b) You will provide up-to-date registration data to BT and you acknowledge and agree that some or all of this registration data will be published in the RIPE WHOIS database; and
- (c) You acknowledge and agree that:
 - (i) none of the PIR may be sub-assigned to a third party;
 - (ii) registration fees will be paid by you to BT for the PIR;
 - (iii) the PIR will return by default to the RIPE Network Coordinating Centre if you cannot be contacted and/or any registration fees are not paid to BT;
 - (iv) the use of PIR is subject to RIPE policies as published on the RIPE web site and which may be amended from time to time; and
 - (v) violation of RIPE policies is a material breach of the Contract and the PIR will return by default to the RIPE Network Coordinating Centre.



Part B – Service Delivery and Management

7 BT's Obligations

7.1 Service Delivery

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

- 7.1.1 will provide you with contact details for the helpdesk that you will be able to contact to submit service requests, report Incidents and ask questions about the Service ("**Service Centre**");
- 7.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are notified to BT in writing. BT will not be liable if, as a result of any such compliance, BT is in breach of any of BT's obligations under this Contract;
- 7.1.3 will, where applicable, arrange for any surveys to be conducted to confirm the availability of a suitable Access Line to the Sites, and 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;
 - (a) if you accept the new quote, 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, will cancel your existing Order for the provision of Service to the affected Sites and BT will have no obligation to provide the Service.
- 7.1.4 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.

7.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.2.1 configure the Service;
- 7.2.2 conduct a series of standard tests on the Service to ensure that it is configured correctly;
- 7.2.3 on the date that BT has completed the activities in this Paragraph 7.2, confirm to you the Service Start Date or, if applicable, confirm to you that the Service is available for performance of any Acceptance Tests as set out in Paragraph 8.2.

7.3 During Operation

On and from the Service Start Date, BT:

- 7.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Levels in Part C of the Contract if BT detects or if you report an Incident on the BT Network;
- 7.3.2 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;
- 7.3.3 will maintain a web portal and server to provide you with online access to performance reports;
- 7.3.4 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;
- 7.3.5 may, in the event of a security breach affecting the Service, require you to change any or all of your passwords.
- 7.3.6 may assist with traffic migration subject to an additional Charge.

7.4 The End of the Service

7.4.1 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 8.4.1 below, 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).
- 7.4.2 On termination of the Service by either one of us, or expiry, BT:
- (a) will provide configuration information relating to the Service provided at the Sites in a format that BT reasonably specifies; and
 - (b) have the right to disconnect and remove any BT Equipment located at the Sites.

8 Your Obligations

8.1 Service Delivery

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

- 8.1.1 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;
- 8.1.2 provide BT with any information reasonably required without undue delay;
- 8.1.3 provide BT with access to Customer Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Service;
- 8.1.4 complete any preparation activities that BT may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;
- 8.1.5 ensure that your existing Access Line is installed and working before placing an Order for the Service. If it is not, you agree to pay all Charges from the Service Start Date. You also agree to pay all BT's costs (including applicable Charges) if the Service is delivered and it is later found that you have not provided the Access Line;
- 8.1.6 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;
- 8.1.7 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.
- 8.1.8 ensure that the LAN protocols and applications you use will be compatible with the Service.
- 8.1.9 if you have a connection to another Internet supplier's network, you will use BGP with a unique Autonomous System Number for your network;
- 8.1.10 if you are moving to the Service from another ISP, notify the Internet Registration Authority of the change to your existing Domain Name(s);
- 8.1.11 if you are using the Service with Managed Routers, be responsible for the cable which connects to the Customer Equipment;
- 8.1.12 if you are using the Service without Managed Routers, be responsible for the cable which connects the NTU to the Customer Equipment;
- 8.1.13 if you select Access Line Resilience, ensure that any Router provided for use with the resilient Access Line is connected to the same segment on your LAN as the Router for the primary Access Line;

8.2 Acceptance Tests

- 8.2.1 After receiving Notice from BT under Paragraph 7.2.3, 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,within five Business Days following notification under Paragraph 7.2.3.
- 8.2.2 Subject to Paragraph 8.2.3, 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 8.2.1(a); or
 - (b) the date following the fifth Business Day following notification under Paragraph 7.2.3.



8.2.3 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.

8.3 Service Operation

On and from the Service Start Date, you will:

8.3.1 ensure that Users report Incidents to the Customer Contact and not to the Service Centre;

8.3.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Centre using the reporting procedures agreed between both of us, and will be available for all subsequent Incident management communications;

8.3.3 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;

8.3.4 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 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

(b) adequately protected against viruses and other breaches of security;

(c) 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

(d) approved and used in accordance with relevant instructions and Applicable Law;

8.3.5 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;

8.3.6 connect equipment to the Service only by using the NTE at the Sites;

8.3.7 where applicable, distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;

8.3.8 where applicable, maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User.

8.3.9 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.

8.3.10 where applicable, 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;

8.3.11 comply with the provisions of any Software licences provided with or as part of the Service; and

8.3.12 if you order only the 'secondary DNS' option set out in Paragraph 3.1.1(a), ensure that your own primary server information is kept up to date.

8.4 The End of the Service

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

(a) 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**");

(b) 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

(c) provide BT with the name(s) and contact details of the Customer Contact.

8.4.2 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 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;

(d) notify BT in writing at least 10 Business Days before the BT Adjusted Customer Required by Date if a postponement of a date is required;

(e) cease using any Private ASN assigned by BT for re-allocation by BT;



- (f) provide BT with all reasonable assistance necessary to remove BT Equipment from the Sites;
- (g) disconnect any Customer Equipment from BT Equipment located at the Sites;
- (h) not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
- (i) arrange for any BT Equipment located at the Sites to be returned to BT; and
- (j) be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

9 Notification of Incidents

Where you become aware of an Incident:

- 9.1 the Customer Contact will report it to BT's Service Centre;
- 9.2 BT will give you a unique reference number for the Incident ("**Ticket**");
- 9.3 BT will inform you when BT believes the Incident is cleared, and will close the Ticket when:
 - 9.3.1 you confirm that the Incident is cleared within 24 hours of being informed; or
 - 9.3.2 BT has attempted unsuccessfully to contact you, in the way agreed between both of us, in relation to the Incident and you haven't responded within 24 hours of BT's attempt to contact you.
- 9.4 If you confirm that the Incident is not cleared within 24 hours of being informed, the Ticket will remain open, and BT will continue to 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 9.3.
- 9.5 Where BT becomes aware of an Incident, Paragraphs 9.2, 9.3 and 9.4 will apply.
 - 9.5.1 For your existing Access Line, you will confirm with your supplier that your existing Access Line is working correctly before reporting Incidents to BT. BT will not record Availability Downtime for reported Incidents until you have confirmed that its Access Line is working.

10 Invoicing

- 10.1 BT will invoice you for the Charges for the Service as set out in Paragraph 10.2 in the amounts and currency specified in any Orders.
- 10.2 Unless stated otherwise in an applicable Order, BT will invoice you for:
 - 10.2.1 Installation Charges, on the Service Start Date;
 - 10.2.2 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);
 - 10.2.3 Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates;
 - 10.2.4 De-installation Charges within 60 days of de-installation of the Service; and
 - 10.2.5 any Termination Charges incurred in accordance with Paragraph 11 upon termination of the relevant Service.
- 10.3 BT may invoice you for any of the following Charges in addition to those set out in the Order:
 - 10.3.1 Charges for investigating Customer reported Incidents where BT finds no Incident or that the Incident is outside the Service Management Boundary;
 - 10.3.2 Charges for commissioning the Service as set out in Paragraph 7.2 outside of Business Hours;
 - 10.3.3 Charges for restoring Service if the Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
 - 10.3.4 Charges for cancelling the Service in accordance with Clause 16 of the General Terms;
 - 10.3.5 Charges for expediting provision of the Service at your request after you have been informed of the Customer Committed Date; and
 - 10.3.6 any other Charges set out in any applicable Order or otherwise agreed between both of us;
 - 10.3.7 re-configuration Charges per element re-configured:
 - (a) all re-configuration changes after the Service Start Date must be agreed and documented in a new Order;
 - (b) if BT needs to upgrade Software on a Managed Router then there is no Charge for the upgrade unless the Software upgrade also requires a hardware upgrade, such as additional memory, in which case you will be charged for the hardware upgrade at the then-current Router Charges; and



- 10.3.8 any additional costs that BT incurs as a result of your failure to carry out any of your responsibilities set out in Paragraphs 6.3, 8, 13 and 14 or as set out in the General Terms, in addition to any other rights or remedies BT has.

11 Charges at the End of the Contract

- 11.1 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or any Service, for convenience, during the Minimum Period of Service, you will pay BT, by way of compensation:
- 11.1.1 all outstanding Charges for Service rendered;
 - 11.1.2 an amount equal to 20 per cent of the Recurring Charges for any parts of the Service that were terminated for all other remaining months of the Minimum Period of Service;
 - 11.1.3 all incremental charges incurred by BT from a supplier due to the early termination;
 - 11.1.4 De-installation Charges; and
 - 11.1.5 during the first 12 months of the Minimum Period of Service only:
 - (a) an amount equal to 100 per cent of the Recurring Charges for the part(s) of the Service terminated for any remaining months of the first 12 months of the Minimum Period of Service; and
 - (b) any waived Installation Charges for the part(s) of the Service(s) that will be terminated.
- 11.2 On the last day of the Minimum Period of Service or any Renewal Period, BT will invoice you for:
- 11.2.1 any outstanding Charges for Service rendered;
 - 11.2.2 De-installation Charges; and
 - 11.2.3 any other Charges set out in the Order.

12 Service Amendment

- 12.1 You may request, by giving BT Notice, a change to:
- 12.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or
 - 12.1.2 the Service at any time after the Service Start Date.
- 12.2 If you exercise your right under Paragraph 12.1, 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:
- 12.2.1 the likely time required to deliver the changed Service; and
 - 12.2.2 any changes to the Charges due to the changed Service.
- 12.3 BT has no obligation to proceed with any change that you request under Paragraph 12.1, unless and until we both agree 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.
- 12.4 If BT changes 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.

13 IP Addresses, Domain Names and Telephone Numbers

- 13.1 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.
- 13.2 BT cannot ensure that any requested Domain Name will be available from or approved for use by the Internet Registration Authorities and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.
- 13.3 You warrant that you are the owner of, or are authorised by the owner of the trade mark or name that you wish to use as a Domain Name.
- 13.4 You are responsible for all fees associated with registration and maintenance of your Domain Name, and will reimburse BT for any and all fees that BT pays to any Internet Registration Authorities, and thereafter be responsible for paying such fees directly to the relevant Internet Registration Authorities.
- 13.5 If you provide your own IP Addresses, you will ensure that:
- 13.5.1 your existing (Provider Independent Resources) IP Addresses are registered with an approved Internet Registration Authority;
 - 13.5.2 If you elect to use your existing IP Addresses your existing IP Addresses are not allocated to any other entity by any Internet Registration Authority;



- 13.5.3 these are at least a /24 address block (minimum of 256 IP Addresses);
- 13.5.4 when requested by BT, or if any changes are made by you to the IP Address(es), you will provide BT with up-to-date records relating to the IP Addresses for publication by the Internet Registration Authority; and
- 13.5.5 you are familiar with, and comply with the Internet Registration Authority policies that apply to the provision of such IP Addresses. Violation of these policies is a material breach of the Agreement and the PIR will return by default to the relevant Internet Registration Authority.

14 BT Equipment

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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 WEEE Directive

- 15.1 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**").
- 15.2 Each of us acknowledge that for the purposes of Article 13 this Paragraph 15 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 15.3 You will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.
- 15.4 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 15 or in connection with the WEEE Directive.
- 15.5 BT will notify you of any such claims or proceedings and keep you informed as to the progress of such claims or proceedings].



Part C – Service Levels

16 On Time Delivery

16.1 On Time Delivery Service Level

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

16.2 On Time Delivery Service Credits

16.2.1 If BT does not meet the On Time Delivery Service Level, you may claim On Time Delivery Service Credits for each day that after the Customer Committed Date until the Service is delivered at the Site, as set out in this Paragraph 16.2.

16.2.2 You may claim On Time Delivery Service Credits by reporting any failure to meet the On Time Delivery Service Level to the Service Centre in accordance with Paragraph 9 (Notification of Incidents).

16.2.3 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.

16.2.4 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 7.1.4, the calculation of any On Time Delivery Service Credits will be made by reference to the revised Customer Committed Date.

16.3 Exceptions

16.3.1 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.

16.3.2 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.

17 Service Availability

17.1 Availability Service Level

17.1.1 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 7.2.1 below (the “**Availability Service Level**”).

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

- (a) the Standard Availability Service Credit Rate, as set out in Paragraph 17.3.4; or
- (b) as applicable, the Elevated Availability Service Credit Rate, as set out in Paragraph 17.3.5.

17.2 SLA Categories

17.2.1 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

17.3 Availability Service Credits

17.3.1 If a Qualifying Incident occurs, BT will measure and record the Availability Downtime for the Site or Circuit starting from when you report or BT gives you notice of a Qualifying Incident, and ending when BT closes the Incident in accordance with Paragraph 9.3.



- 17.3.2 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.
- 17.3.3 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.
- 17.3.4 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.
- 17.3.5 In the event that the Cumulative Annual Availability Downtime by Service, measured in accordance with Paragraph 17.3.1 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.
- 17.3.6 Availability Service Credits are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charges.

18 Resiliency Restoration

18.1 Resiliency Restoration Service Level

Where you have purchased a Resilient Service and experiences 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 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 17).

18.2 Resiliency Restoration Service Credits

- 18.2.1 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.
- 18.2.2 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.

19 Network Performance

19.1 The standard network performance SLA measures performance on the BT Network and does not include your access to the BT Network. The designated BT Network PoPs used for the standard SLA measurements may, or may not, be BT Network Pops that the Customer's Sites connect to.

19.2 Round Trip Delay

- 19.2.1 Round Trip Delay is measured by sending 10 test packets of 100 bytes every minute, 24 hours a day between a BT Network node, designated by BT, to a destination node (which may or may not be the node(s) that your Site is connected to) and measures the time it takes for all test packets to be sent and received in one month. If there is a choice of route, results from the fastest are used. The results for each hour are averaged and stored. At the end of each month the hourly results are averaged.
- 19.2.2 If the Round Trip Delay monthly measurement for the selected inter-regional routes is greater than the target set out in the table below, and on receipt of a valid claim, BT will give you a Service Credit of four per cent of the monthly Recurring Charge(s) for the affected Site.

Monthly Measurement	Target
Transatlantic	95ms
Europe	45ms
Americas	150ms
Asia Pacific	150ms
Asia Pacific-Africa	350ms
Trans-Pacific	300ms

19.3 Packet Delivery



- 19.3.1 Packet Delivery is measured by sending 10 test packets of 100 bites every minute, 24 hours a day between a BT Network node, designated by BT, to a destination node (which may or may not be the node(s) that your Site is connected to) and measures the percentage of delivered. The percentage of delivered packets is calculated by dividing the number of packets returning by the number sent. Where there is a choice of route the lowest results are used in calculating the measurement. The figures for each hour are stored and are averaged at the end of each month to calculate the monthly measurement.
- 19.3.2 If the Packet Delivery monthly measurement for the selected inter-regional routes is lower than the target below, and on receipt of a valid claim, BT will give you a Service Credit of four per cent of the monthly Recurring Charge(s) for the Site for the affected Site.

Monthly Measurement	Target
Transatlantic	99.5%
Europe	99.5%
Americas	99.5%
Asia Pacific	99.5%
Asia Pacific-Africa	99.0%
Trans-Pacific	99.0%

20 Requests for Service Credits

- 20.1 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 20.1 will constitute a waiver of any claim for Service Credits in that calendar month.
- 20.2 Upon receipt of a valid request for Service Credits in accordance with Paragraph 20.1;
 - 20.2.1 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
 - 20.2.2 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.
- 20.3 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 20.4 The Service Levels under this Schedule will not apply:
 - 20.4.1 in the event that Clause 8 of the General Terms applies;
 - 20.4.2 during any trial period of the Service;
 - 20.4.3 to failures due to any Force Majeure Event;
 - 20.4.4 if you cause a delay or do not provide any requested information in accordance with any reasonable timescales BT tells you about;
 - 20.4.5 to any Incident not reported in accordance with Paragraph 9 above; or
 - 20.4.6 in respect of Availability if, when Ethernet access is used, utilisation of the Access Line is in excess of 70 per cent; or
 - 20.4.7 if you have not complied with the Contract.
 - 20.4.8 where you have not confirmed that your Access Line is working correctly.



Part D – Defined Terms

21 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 7.3.1 and 7.3.2.

"Access Line" means a Circuit connecting a Site to the BT Network.

"Autonomous System Number" or **"ASN"** means a globally unique number assigned by an Internet Registration Authority.

"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 17.3.1.

"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 Paragraph 17.1.1.

"Border Gateway Protocol" or **"BGP"** means a network protocol designed to exchange routing and reachability information between autonomous systems.

"BT Adjusted Customer Required by Date" has the meaning given in Paragraph 7.4.1(a).

"Burstable Bandwidth" has the meaning given in Paragraph 3.5.

"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.

"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 17.3.3.

"Cumulative Monthly Availability Downtime" has the meaning given in Paragraph 17.3.3.

"Customer Committed Date" has the meaning given in Paragraph 7.1.4.

"Customer Contact" has the meaning given in Paragraph 8.1.1.

"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 Required by Date" has the meaning given in Paragraph 8.4.1(a).

"DAP" means Delivered at Place as defined in Incoterms® 2010.

"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.

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

"Domain Name System" or **"DNS"** means a hierarchical distributed naming system for computers, services or any resource connected to the Internet.

"EFTA" means European Free Trade Association.

"Elevated Availability Service Credit Rate" means the applicable rate as set out in the table at Paragraph 17.2.1 for the relevant SLA Category.

"Ethernet" means a family of computer networking technologies for LANs.

"EU" means European Union.

"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 Access Network Performance Report" has the meaning given in Paragraph 2.5.1.

"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.

“Internet Service Provider” or **“ISP”** means an organisation that provides services for accessing, using, or participating in the Internet.

“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.

“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.

“Managed Router” means a Router provided by BT for use with the Service and which is BT Equipment.

“Maximum Annual Availability Downtime” has the meaning given in the table at Paragraph 17.2.1 for the relevant SLA Category.

“Maximum Monthly Availability Downtime” has the meaning given in the table at Paragraph 17.2.1 for the relevant SLA Category.

“Minimum Committed Bandwidth” means the subset bandwidth of the Port that will be used as the basis for calculating your Charges each month for the Burstable Bandwidth Service Option (whether used or not).

“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.

“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 Site(s) 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.

“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 16.1.

“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.

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

“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.

“Private Autonomous System Number” or **“Private ASN”** means when an Autonomous System communicates via BGP with a single provider. That is, the provider will not be visible on the Internet.

“Provider Independent Resource” or **“PIR”** means Internet resources (public IP Addresses and Public AS numbers) that have been given by an RIR to a customer and/or an ISP to use.

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

“Public Autonomous System Number” or **“Public ASN”** means when an Autonomous System is exchanging routing information with other Autonomous Systems on the public Internet. That is, all routes originating from an Autonomous System are visible on the Internet.

“Qualifying Incident” means a Severity 1 Level 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;
- (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.

“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 18.2.1.

“**Resiliency Restoration Service Level**” has the meaning given in Paragraph 18.1.

“**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.

“**Reverse DNS**” means the process of finding a host name (e.g. www.bt.com) corresponding to an IP Address on the public Internet using a Domain Name System.

“**Round Trip Delay**” 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**” means a device that forwards data packets between computer networks, creating an overlay internetwork.

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

“**Service Centre**” has the meaning given in Paragraph 7.1.1.

“**Service Credit Interval**” means as set out in the table at Paragraph 17.2.1 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.

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

“**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.

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

“**SLA Category**” means the category, as set out in the Order that, in accordance with the table set out at Paragraph 17.2.1, 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.

“**Standard Availability Service Credit Rate**” means the applicable rate as set out in the table at Paragraph 17.2.1 for the relevant SLA Category.

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

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

“**Territory**” means the country in which BT is registered.

“**Ticket**” has the meaning given in Paragraph 9.2.

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

“**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.