

# Product-Specific Service Schedule BT Telehousing (Data Centre Frankfurt-Sossenheim)

## Service Annex to the General Service Schedule for Network Services

### BT MASTER SERVICES AGREEMENT NO.

#### 1. Definitions

"**Business Hours**" means the local business hours in the country or region where a Site is located, unless otherwise agreed in the Order Form.

"**Distribution Frame**" means a cabling distribution outside the Rack but within the Site. Networks and/or third party networks are patched to cables which lead from the Distribution Frame to the Rack.

"**Footprint**" means an area of space at the Site designed for placing the rental rack to accommodate the Customer Equipment

"**Internal Cabling**" means any conduits, wires, cables and other conducting media used in connection with the Customer Equipment.

"**Rack**" means a device that will house the Customer Equipment on the Footprint provided by either BT or the Customer as indicated in the Order Form.

"**Service Acceptance Form (SAF)**" means the document that is sent by BT to the Customer on completion of Service Delivery; the SAF specifies the Operational Service Date.

"**Site Owner**" means the owner of the Site applicable only where the Site is not owned by BT.

"**Site Regulations**" means rules and regulations governing the conduct of persons, security procedures and health and safety at the Site as notified to the Customer by BT from time to time.

"**Visitor**" means any Customer representative authorised to have access to the Footprint by the Customer.

"**Year**" means any period of twelve (12) months commencing on the Operational Service Date or any anniversary of the Operational Service Date.

#### 2. Service Description

The BT Telehousing Service provides to the Customer one or more Racks at the site of Frankfurt-Sossenheim in an environment suitable for the installation and operation of the Customer Equipment (customer-owned network and server equipment). The highly efficient Data Centre newly build in 2011 has been designed for a high density rack performance of 4 kW on average. The racks are installed in a hot aisle / cold aisle containment system with caged cold aisles.

##### 2.1 Service Components

###### 2.1.1 Footprint incl. Rack

The Service includes a minimum of one Footprint and a Rack.

- (a) The rack size (WxDxH) is 800x1.200x2.200 mm and comprises 46 height units (HU).
- (b) The lockable front and rear rack doors are perforated.
- (c) Each Footprint has a raised floor with a height of 80 cm.
- (d) The maximum floor load per square metre is limited to 15,000 N/sqm (Newton/sqm).

The number of Racks to be provided to the Customer is specified in the Order Form.

### **2.1.2 Power Supply, Air-Conditioning and Air Cooling**

The BT Telehousing Site Frankfurt-Sossenheim offers the following facilities:

- (a) Dual feed power supply per Rack via 2 self-contained, fully redundant power supply paths (A + B; every path has an USP in N+1 configuration).
- (b) Each power supply path is provided with a generator backup.
- (c) The Racks are provided per feed with a three-phase current supply (400 V, power backup of 3x16 A)
- (d) Alternating current is provided with 230 V in the Rack via IEC plug sockets (A- and B-side). Each plug socket is furnished with 42 (3x14) C13 slots.
- (e) The maximum power draw per Rack is defined as 4.0 kW (4,000 Watt). Higher power draws per Rack can be ordered as a Service Option.
- (f) The maximum power draw may not exceed the maximum power value per Footprint ("Maximum Power Draw").
- (g) The cooling is realized by an indoor temperature concept with air being supplied through the raised floor and consistent realization of the cold/warm aisle conception. The cold aisle is caged. Therefore, the Rack provided by BT is completely equipped with panels (19" level and laterally).
- (h) An average cold aisle temperature of 23°C within a tolerance of  $\pm 2^\circ\text{K}$  (Kelvin); for efficiency reasons, this temperature is increased gradually to 25°C  $\pm 2^\circ\text{K}$  in order to utilize the free cooling mode in transition periods to the greatest possible extent.

If equipment that requires cooling air ducts different from the cold/warm aisle conception is to be installed, suitable air guide installations and any necessary additional active ventilation components must be provided by the Customer. These installations and every requirement of the Customer different from the above conception needs to be verified in advance for feasibility and approved by BT and will be separately charged to the Customer.

### **2.1.3 Pre-wiring**

BT will pre-wire each Telehousing Rack provided for the Customer as follows:

- (a) 6 ports LWL LC (multimode, quality grade OM3)
- (b) 12 ports copper RJ45 (Cat6a)

This pre-wiring serves to directly connect the BT Network Services such as Internet Access, MPLS, Etherflow to the Rack.

Any additional cabling must be ordered and paid separately by the Customer, including but not limited to the customized cabling of Customer Racks in different fire compartments.

### **2.1.4 Fire Detection and Suppression**

Each Site is equipped with:

- (a) a high sensitivity smoke alarm system
- (b) monitoring and alarm equipment
- (c) automatic nitrogen fire-extinguishing system
- (d) portable fire extinguishers

#### **2.1.5 Site Security**

(a) The Site offers at least one of the following security features::

##### **(a) Security Guards**

Security guards patrol the Site during the local Business Hours or 24x7x365 depending on the Site. For some Sites the room and/or the Site is monitored by closed circuit video cameras with alarms interconnected to an on-site monitoring system.

##### **(b) Electronic Access Cards (EAC's)**

Electronic Access Cards will be provided to the Customer on the Operational Service Date or when Visitors visit the Site.

#### **2.1.6 Access**

The following access rules apply to the Site:

- (a) From the Operational Service Date, Visitors will be granted access to the Footprint for two (2) days per Footprint, during Business Hours up to a maximum of 20 days (i.e. for 10 Footprints) for installation of Customer Equipment only. If the Customer requires additional access to the Site to complete installation of the Customer Equipment, the Customer may request additional access from BT at rates, times and for the period agreed with BT.
- (b) After installation of the Customer Equipment is completed, Visitors will be granted a period equivalent to twelve (12) hours per Footprint per Month ("General Access Quota"). Access can be provided 24x7. Each visit will be treated as a minimum period of six (6) hours, with actual time at the Site being rounded up to the next whole hour. Any unused portion of the General Access Quota will not be carried forward to the next consecutive Month. If the Customer requires access to the Site in excess of the General Access Quota, the Customer may request additional access from BT at rates, times and for the period agreed with BT.
- (c) The Customer must book any access to the Site with at least 2 Business Hours prior notice to BT unless otherwise indicated in the Order Form. Booking must be registered via BT's online web interface for access where available or by calling the BT Service Centre. The Customer must follow the registration procedures on Site, as applicable to the visited Site.
- (d) The Customer agrees to observe such reasonable rules and regulations governing the Site and its use including, but not limited to security procedures as well as authoritative statements and procedures on cable management as the Site Owner may make and notify in writing via BT to the Customer from time to time.

#### **2.2 Optional Service Components**

The following Service Options, which are subject to charges, will be provided as specified in the Order Form.

##### **2.2.1 Increase of Power Supply & Air-Conditioning**

- (a) With the existing conception, the maximum power draw per Rack can be optionally provided with up to 7.0 kW. Each increase can be configured in 1 kW steps, i.e. with 5, 6 or 7 kW.
- (b) A higher power backup with 32 A per phase can be optionally provided for 400/230 V AC.
- (c) If required, a power box (requires 3HE) with 2x32A CEE and 1x16A CEE sockets can be provided alternatively instead of the power distribution units in the Rack per supply path (A + B):
- (d) The power supplied can also be optionally provided with 48 V DC.

#### **2.2.2 Additional Rack-to-Rack Cabling**

BT offers to the Customer to cable the Customer's Racks for the following two instances:

- (a) BT will install the cabling of adjacent Racks subject to additional charges.
- (b) If the Racks of the Customer are not adjacent, BT will install the cabling between the Racks located in the same room subject to additional charges.

#### **2.2.3 One-Third Racks**

Alternatively to the Standard Rack as described in Clause 2.1.1, the Customer may also order a One-Third Rack. It has to be noted in connection with the One-Third-Rack delivery option that the specifications set out in Clauses 2.1.1 - 2.1.3 (which exclusively apply to the 1/1 Rack delivery option) are not applicable; instead, the following performance features apply:

- (a) The number of available height units is 13.
- (b) The power draw per Rack is defined as 1.5 kW (1,500 Watt).
- (c) Pre-wired with 6 ports copper RJ45 (Cat6a)

Further individual requirements of the Customer need to be verified in advance for feasibility by BT and, if realized, will be charged to the Customer in addition to the standard cage services described above.

#### **2.2.4 Remote Hands**

- (a) "Remote Hands" (on-site services) means assistance by BT to carry out routine tasks on behalf of the Customer at the nominated Footprint in accordance with the Customer's instructions. Such tasks may include:
  - (i) lamp status checking
  - (ii) button pushing; and/or
  - (iii) removal/insertion of cords, cables and plugs
- (b) Where ordered and indicated in the Order Form, the Customer may request BT to perform Remote Hands Tasks during Business Hours for two (2) hours per Rack and Month ("Remote Hands Service Quota"). Each request to perform a Remote Hands Task will be classified as taking thirty (30) minutes and will be deducted from the Remote Hands Service Quota accordingly. Requests to perform Remote Hands Tasks outside of Business Hours or in excess of the Remote Hands Service Quota will be subject to an additional charge. Any unused portion of the Remote Hands Service Quota will not be carried forward to the next consecutive month.
- (c) A Remote Hands request must be registered using the Service Centre telephone number and quoting the relevant password. The call request will

be logged and BT will use reasonable endeavours to respond within sixty (60) minutes during Business Hours and within four (4) hours outside of Business Hours.

- (d) BT reserves the right to require the Customer to confirm the details of a Remote Hands request in writing per email or fax prior to BT proceeding with the request.

#### **2.2.5 Backup Media**

- (a) BT will insert and remove backup compact discs and/or tapes provided by the Customer at the relevant Rack up to a maximum of six compact discs or tapes per Rack and per Business Day as directed by the Customer. This may be carried out on a daily, weekly, monthly or quarterly basis in accordance with the Customer's reasonable instructions and as set out in the Order Form ("Backup Media").
- (b) All Backup Media tasks will be performed at the relevant Rack between 09:00 and 12:00 AM on the relevant Business Day. The weekly and monthly tasks will take place as indicated in the Order Form.
- (c) Used compact discs and tapes will be stored in one of the following locations, as specified by the Customer in the Order Form:
  - (i) at the Site in a secure environment; or
  - (ii) in other premises owned or leased by BT in a secure environment
- (d) If the Customer requires storage of used compact discs or tapes in a fireproof safe, additional charges will apply.
- (e) In an emergency and on the Customer's request to the Service Centre, BT will recover the Customer's compact discs and/or tapes during the Business Hours within four (4) hours of the request and carry out the reasonable instructions of the Customer with regards to the insertion and storage of those compact discs and/or tapes. This will be carried out at an additional charge.

### **3. Initial Service Delivery**

#### **3.1 BT agrees to:**

- (a) install the Rack and install and connect the power supply to the Rack;
- (b) provide the Service for the duration of this Service Annex and, where applicable, in accordance with the service levels set out in the Service Level Agreement;
- (c) if indicated in the Order Form, provide to the Customer the optional Service Components as set out in Clause 2.2 of this Service Annex.

**3.2** The date on which BT notifies the Customer of the Operational Service Date by means of the SAF is deemed to be the Operational Service Date.

**3.3** During the Initial Service Delivery the Customer must address any Requests for Changes in writing to the BT appointed contact. The Customer agrees that BT may postpone the quoted Operational Service Date due to such changes and that additional charges will apply for such changes.

#### **4. Service Management Boundary (SBM)**

The SMB includes the infrastructure and the security components of the Site and the optional Service Components (if selected by the Customer and set out on the Order Form) described in Clause 2.2 above. The SMB excludes the functionality of Customer Equipment and Network Services connected to Customer Equipment.

#### **5. The Customer's Responsibility**

##### **5.1 Use of the Service**

**5.1.1** The Customer will have no right of exclusive possession of the Rack and will not prohibit or restrict entry to the Footprint by BT. BT will at all times retain control of, and all legal interest in the Footprint including Rack, and the Customer will not use the Footprint including Rack or the Site for any purpose other than stated in this Service Annex.

**5.1.2** The Customer is solely responsible for any obligation or liability arising out of transactions of any kind entered into between the Customer and any third party accessing or acting in reliance on the Service, Customer Information, or Third Party Information. BT will not be a party to or in any way liable for any transaction between the Customer and any third party.

**5.1.3** It is the Customer's responsibility to obtain and maintain any licence or other permission or consent necessary for the Customer to use the Service in any country in which it is provided.

**5.1.4** The Service is provided solely for the Customer's own use including use by its authorised users and the Customer will not assign or resell or attempt to assign or resell the Service (or any part or facility of it) to any third party.

**5.1.5** The Customer is responsible for the creation, maintenance and design of all Contents.

**5.1.6** The Customer must ensure that the Information and/or Contents do not include information or materials, any part of which, or the accessing of which, or use of which would be a criminal offence or otherwise unlawful. In particular the Customer is responsible for obtaining all necessary licenses and consents (including, but not limited to, those from owners of copyrights or performing rights).

**5.1.7** The Customer must comply with all consumer protection and other legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to the Customer and which relate to the provision of Customer Information or Third-Party Information.

**5.1.8** The Service must not be used:

- (a) in any way that does not comply with the terms of any legislation or any licence applicable to the Customer or that is in any way fraudulent or unlawful;
- (b) in any way that does not comply with instructions given by BT under this clause or any other public telecommunications operator or other competent authority, in the country where the Service is provided;
- (c) to send, knowingly receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights of third parties;
- (d) to send unsolicited advertising or promotional material, or to knowingly receive responses to any unsolicited advertising or promotional material;
- (e) other than in accordance with the acceptable use policies of any connected networks and the Internet standards; or
- (f) otherwise in a way that causes loss or damage for BT.

**5.1.9** If the Customer, or an authorised user, with or without the Customer's knowledge or approval, uses the Service in contravention of Clause 5.1, BT may terminate the relevant Service or this Contract with immediate effect.

**5.1.10** The Customer irrevocably and unconditionally agrees to indemnify and hold harmless BT, the members of the BT Group and its officers, directors and employees against claims, losses, damages, costs, expenses and liability (including arising from any breach of confidence or in connection with any infringement of intellectual property rights) arising from or in connection with:

- (a) any Customer Information, Third-Party Information or other content or communication sent, provided or stored in connection with the Service;
- (b) the installation, maintenance or use of any software or other material installed by or on behalf of the Customer;
- (c) the use of the Service in a manner inconsistent with the terms of this Contract; and
- (d) any damage to the BT Equipment used for the provision of this Service or other equipment belonging to BT or a third party which is located on the same site as or connected (directly or indirectly) to the BT Equipment which is not caused by BT.

## **5.2 Administration**

**5.2.1** The Customer will provide BT with an Order Form which has been completed with all necessary information required by BT, failing which BT reserves the right to reject the Order Form and to provide the Service. The Customer agrees that BT will not be liable for failure to provide Service in these circumstances.

**5.2.2** The Customer will provide BT with the name(s) of the individual(s) to contact for service management matters ("Customer Contact") and all requisite contact details as set out in the Order Form. The Customer will notify BT of any changes to the Customer Contacts or the Customer Contact details in writing as soon as practicable. The Customer Contact will be responsible for any issues relating to the Service, including the provision of assistance and information to BT during implementation of the Service, reports of faults in the Service and all subsequent fault management communications between BT and the Customer. The Customer Contact will be available during Business Hours throughout Service Delivery and following the Operational Service Date. The Customer acknowledges and agrees that if the Customer Contact is not available at all such times, BT may not be able to meet the applicable response and restoration times (including any referred to in any applicable Service Level Agreement).

## **5.3 Passwords and Electronic Access Cards**

**5.3.1** BT may allocate to the Customer passwords and electronic access cards to be used in connection with the Service, but ownership of the electronic access cards will remain with BT at all times.

**5.3.2** The Customer is responsible for the security and proper use of all passwords and electronic access cards allocated by BT (including changing such passwords on a regular basis). The Customer will take all necessary steps to ensure that passwords are kept confidential and that electronic access cards are not provided to unauthorised people and that the Customer will not keep the address of the Site with the access card. Where the Customer is provided with a PIN with the access card, the Customer will be responsible for maintaining the security of that PIN and will not keep the PIN with the access card.

**5.3.3** The Customer will immediately inform BT if there is any reason to believe that a password allocated by BT has, or is likely to, become known to someone not authorised to use it or is being, or is likely to, become used in an unauthorised way. The Customer will immediately inform BT if an access card has been lost, stolen or misplaced. The Customer will pay all BT's reasonable expenses in providing a replacement access card as notified to the Customer.

**5.3.4** BT reserves the right to suspend a password or deny access for an access card (whatever the case may be) where BT reasonably believes that password or access card security has not been maintained, or on expiration or termination of this Service Annex. BT will notify the Customer as soon as possible after it has suspended a password or deny access for an access card.

**5.3.5** If the Customer forgets, loses (including where the password has been stolen) or wishes to change a password allocated by BT, the Customer must contact BT and satisfy such security checks as BT deems necessary.

**5.3.6** BT reserves the right (at its sole discretion) to require the Customer to change any or all of the passwords allocated by BT and used by the Customer in connection with the Service.

**5.3.7** The Customer will, as soon as reasonably practicable, inform BT of any changes to the information that the Customer supplied in relation to the security of the Service

#### **5.4 Access and Visitors**

**5.4.1** The Customer will provide BT with a list of all Visitors who will be entitled to enter the Site with appropriate proof of identity in accordance with this Service Annex. The Customer will promptly inform BT of any changes to the list of Visitors.

**5.4.2** The Customer will ensure that Visitors to the Site:

- (a) are suitably competent to carry out the necessary tasks;
- (b) will follow BT's instructions within the Site including all Site Regulations;
- (c) will perform any work only in the Customer's own Rack and will not make any change to or tamper with the Site (e.g. works on BT Distribution Frames) or the equipment of other BT customer;
- (d) will not temporarily store any hardware and materials of the Customer in BT premises;
- (e) will do nothing to cause the Site to be in anything other than a clean and tidy condition. Waste/packing materials will be disposed of by the Customer.

**5.4.3** The following rules must be strictly observed by Customer for the purpose of avoiding breakdowns and other incidents:

- (a) Data cabling have to be laid above the Racks in existing separate data cable routes. Work in the raised floor must not be carried out by the Customer, this means: no uncoordinated opening of the raised floor, no pulling in or out of cables.
- (b) Dust generating work is not permitted.
- (c) Welding work is not permitted.



- (d) Drilling work is only permitted with the prior consent of BT and if a suction device is used.
- (e) For the purpose of avoiding interferences with other Equipment, mobile phones may be used in premises where this use is expressly permitted.
- (f) Telephone sets at the Site may be only used in cases of emergency.
- (g) Smoking and consuming food is not permitted.
- (h) The existing parameters (e.g. air-conditioning) in the premises may only be changed with the prior consent of BT Germany.
- (i) The doors must be closed and the premises must be left in cases of alarm.

**5.4.4** BT and the Site Owner reserve the right to refuse access to the Site or remove from the Site any Visitor whose admission or presence is or would be in the reasonable opinion of either BT or the Site Owner, detrimental to the security of the Site or in respect of whom the Customer has failed to request a right of access from BT, and neither BT nor the Site Owner will be responsible for the consequences of any such refusal or failure or delay by the Customer in notifying it of its access requirements. BT will not be liable for the consequences of any refusal or delay by BT or the Site Owner to permit entry or any request by BT for a person to leave the Site.

**5.4.5** The Customer will be solely responsible for the acts or omissions of any Visitor to the Site and will indemnify BT in respect of any damage or loss whatsoever to either the Site, the BT Equipment or any third party equipment, howsoever caused by any Visitor.

## **5.5 Customer Equipment**

### **5.5.1** The Customer agrees to:

- (a) prior to the Operational Service Date, provide an installation plan and timetable for agreement by BT. Subject to BT's approval the Customer will, at its own risk, provide and install the Customer Equipment in the Footprint(s) in accordance with this Service Annex.
- (b) not install any Customer Equipment which occupies more than the space available in the Footprint.
- (c) ensure that the Customer Equipment is installed in the allocated Rack.
- (d) ensure that the Rack of the Customer is locked.
- (e) ensure that installations in the Rack conform to the cold/warm aisle conception. Air short-circuits between cold and warm area must be precluded by means of suitable panels. After having installed equipment, the Customer must consistently re-equip free height units using panels.
- (f) clearly label all Customer Equipment, Racks, shelves and components and provide BT with a document describing the Rack layouts and numbering within the Footprint and associated connections to the Customer Equipment, to the power supply of the Site, the Network or any third-party network and/or the equipment of other customers in the Site. In addition, the Customer will provide BT with a document listing all Customer Equipment and Internal Cabling to be accommodated in the Rack. The Customer will ensure that BT will be provided with an update of the document in case of any change; and
- (g) ensure that it has all necessary rights, title, consent and approvals to place the Customer Equipment in the Site.

### **5.5.2** The Customer is responsible for:

- (a) providing the intra-Rack cabling and inter-Rack cabling between adjacent racks, unless this has been ordered by the Customer as a Service Option from BT, and to connect the

Customer Equipment to the cable installation provided by BT up to the Rack of the Customer;

- (b) ensuring sufficient heat transport in the Rack;
- (c) all tests and maintenance of the Customer Equipment to ensure that the installation has been correctly carried out by the Customer;
- (d) the entire maintenance of the Customer Equipment following installation;
- (e) all de-installation and re-installation work required where Customer Equipment develops a fault. The Customer must give BT 24 hours notice that Customer Equipment is to be removed from the Site and sent to the manufacturer/supplier for repair.

If BT or a BT approved contractor is required to provide any materials or assist the Customer with any installation work, BT reserves the right to make an additional charge for such requests.

**5.5.3** The Customer will not permit any person other than BT or an approved contractor to make any connection or disconnection of the Customer Equipment to the power supply within the Site.

## **5.6** Maintenance

### **5.6.1** The Customer will:

- (a) maintain the Customer Equipment in good working order and keep the Site tidy and free from safety hazards at all times;
- (b) ensure that no installation of, modification, alteration or addition to the Customer Equipment would result in changes to:
  - (i) the floor load exceeding the Maximum Floor Load;
  - (ii) the heat output of the Customer Equipment exceeding the Maximum Heat Output; or
  - (iii) the power consumption of the Customer Equipment exceeding the Maximum Power Draw.
- (c) comply with any statutes, regulations and codes of practice applicable to the Customer Equipment or the Site at all times;
- (d) comply with the Site Regulations and any requirements of BT or the Site Owner (as applicable) in relation to the occupation of the Footprint and the Site from time to time and notified to the Customer.
- (e) comply with any directions given by BT if any interference occurs between the Customer Equipment and the equipment of a third party. If, following an investigation, BT establishes, in BT's sole discretion, that the interference is caused by the Customer Equipment, the Customer will be liable for the cost of repairing or replacing any damaged equipment belonging to any third party and shall pay such sums on demand to BT or such third party;
- (f) not use the Site except for the installation and operation of the Customer Equipment and use all reasonable endeavours not to cause any injury, damage, nuisance to or interfere with any person or property including (without limitation) the Site and/or any equipment owned by third parties which may from time to time be located at the Site;
- (g) not make any alteration or addition (whether structural or non-structural) whatsoever in or to the Site;
- (h) not use the Customer Equipment for any illegal or unlawful purpose under any applicable law or in a manner or for a purpose which constitutes a violation or infringement of a third

party's rights (including intellectual property rights), or is harmful or detrimental to the reputation of BT or any other party; and

- (i) make good any damage or any unauthorised alterations to the Site or equipment of any third party for which the Customer is liable within ten (10) days of a written notice from BT or the Site Owner. If the Customer fails to comply with any such notice, BT may carry out the work and the cost shall be reimbursed by the Customer on demand.

**5.6.2** BT reserves the right, at all times, to:

- (a) inspect and record the condition of the Site; and
- (b) repair, maintain, clean, alter or rebuild any part of the Site.

**5.6.3** BT reserves the right, at all times, on reasonable notice (except in cases of emergency), to:

- (a) remedy any breach of the Customer's obligations under this Service Schedule where the Customer fails to do so within a reasonable time of a written request by BT to do so at the Customer's expense; and
- (b) disconnect and/or remove the Customer Equipment or any part thereof (including Racks) in the case of an emergency without incurring any liability to the Customer or to clients of the Customer. In these circumstances the Customer agrees that it may not be possible for BT to give notice; or
- (c) remove any Racks for Site management reasons; BT will give the Customer a minimum of 28 days' written notice in these circumstances.

**5.6.4** BT reserves the right to treat a failure to comply with Clauses 5.3, 5.4, **Error! Reference source not found.** and **Error! Reference source not found.** as a material breach of this Service Annex, entitling BT to terminate the relevant Service or part thereof. In these circumstances BT may disconnect and/or remove the Customer Equipment.

## **5.7** Relocation

**5.7.1** Subject to Clause 5.7.2, BT shall have the right exercisable on not less than three (3) months written notice to the Customer to require the Customer Equipment to be moved from its Footprint and to be installed in another Footprint at the Site for operational or any other reason. All costs and expenses incurred in connection with such relocation of the Customer Equipment shall be borne by BT.

**5.7.2** Without prejudice to the rights of BT pursuant to Clause 5.7.1, BT agrees to coordinate the time-scale for a relocation of the Customer Equipment with the Customer as far as possible and to specify a time-scale that causes minimum disruption to the operation of the Service. BT shall not be liable for any interruption of the Service arising as a result of such relocation.

## **5.8** Removal

**5.8.1** On expiration or termination of this Service Annex, the Customer shall be solely liable for the removal of the Customer Equipment from the Site. Such removal must occur within thirty (30) days of the date of termination or expiration, whichever occurs first. In the event that the Customer fails to remove the Customer Equipment from the Site within this period, BT reserves the right to dispose of the Customer Equipment at BT's discretion.

**5.8.2** BT reserves the right to remove any Customer Equipment at the Customer's expense, for reasons of security, fire, hazards or breach of this Service Schedule. Where practicable, notice will be given but, in extreme emergency cases, Racks may be removed by BT without notice.

## **5.9** Insurance

**5.9.1** The Customer agrees to maintain an insurance coverage throughout the duration of this Service Schedule in respect of:

- (a) the Customer Equipment in an amount equivalent to its full replacement value; and
- (b) a public and product liability insurance for not less than € 5,000,000 (five million Euros) per incident.

**5.9.2** The Customer acknowledges and agrees that the operation of the Customer Equipment is at the Customer's risk for the duration of this Service Annex.

**5.9.3** The Customer shall provide to BT on request, a certificate of insurance to evidence that the insurance coverage referred to herein are in full force and effect.

**5.9.4** If the Customer fails to provide satisfactory evidence of insurance, BT shall be entitled to require the Customer to amend its insurance or to purchase, at the Customer's expense, insurance to meet the Customer's obligations under this Clause 5.9.1.

## General Service Schedule for Network Services

### BT Master Services Agreement No.

#### 6. Definitions

Next to the definitions in the General Terms and Conditions of BT the following definitions apply:

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

**"Access Maintenance Hours"** means the times when fault repair for the Access Lines is provided by BT, which shall be the general local business hours at the relevant Site unless stated otherwise in the Order Form.

**"Access Termination Device" ("ATD")** means the termination of the access line at the Customer Site and is usually installed in close vicinity to the house lead-in or in a building connection room.

**"BT Network"** means the telecommunications network used by BT to provide the Service.

**"Capping Level"** means the maximum Service Credit granted by BT and is 100% of the monthly Site Charges that relate to an affected Site.

**"CPE Maintenance Hours"** means the times when fault repair for any BT Equipment is provided by BT, which shall be the general local business hours at the relevant Site unless stated otherwise in the Order Form.

**"Downtime"** means the period of time during which a Qualifying Incident exists.

**"Gateway"** means an interface that allows the transfer or conversion of data between different services.

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

**"Managed Router"** means a router managed by BT provided at a Site as part of the Service.

**"Network Performance"** means the performance of the BT Network that is measured by means of specific parameter for specific indicators, such as Jitter or Round Trip Delay. The parameters may vary depending on the Service.

**"Packet Delivery"** means a measure of data successfully conveyed via the BT Network.

**"Round Trip Delay" ("RTD")** means an indicator of Network delay performance.

**"Router"** means equipment which determines the Network priority and, if applicable, the route to be used by the Service.

**"SLA Year"** means a year of 8,760 hours which starts on the Operational Service Date of each Site or Circuit, as appropriate, and ends 365 days later; thereafter the SLA Year shall be the most recent twelve months in which Service is provided by BT.

**"SL"** means Subscriber Line, i.e. a physical connection to the Customer Site.

#### 7. Provision of Service

The subject matter of the respective Service including the Service Management Boundary is described in the relevant product-specific Service Schedule.

#### 8. Necessary Preliminary Survey as Part of the Provision of Access Lines

**8.1** In case of Services where an Access Line is provided by BT, BT will first check whether the access can generally be provided for the Site. The result of this survey is only preliminary. Accordingly, the Charges specified in the Order Form, unless otherwise agreed, only include the delivery of the Service on the basis of the existing infrastructure with sufficient capacity at the relevant Site.

**8.2** The possibility of the actual provision of the access as verified in a substantive site-related survey is subject to (a) the local conditions of the cable routings, in particular any necessary laying of further cables, including any excavation work (which are not covered by the charges as agreed in the Order Form), and (b) the technical conditions in the sphere of responsibility of the owner of the Access Line on which BT does not have any influence. BT will inform the Customer without undue delay about the result of such more in-depth site-related survey carried out after the order has been placed by the Customer. According to circumstances, it may show that an Access Line cannot be provided at all or in the required quality and/or can be provided only subject to further payable services. Any further payable service (e.g. excavation with costs) shall be ordered or procured by the Customer. BT is only under the obligation to deliver services, if such necessary preparatory work is provided by the Customer with no cost to BT or if BT agrees to carry out such preparatory work as ordered and paid separately by the Customer, or if the Customer accepts in writing that the Service is delivered with a limited quality. Where additional services have to be provided to implement the access, all performance period and/or deadlines agreed between the Parties shall be extended correspondingly by the period necessary to provide these additional services.

## **9. Customer's Responsibility**

### **9.1 Assembly and Installation of the ATD**

**9.1.1** The Customer shall provide the footprint required for the assembly and installation of the ATD and other BT Equipment as well as the necessary power supply. The cabling between ATD and BT Equipment shall be carried out by BT by using optical cables of up to 3 meters or electrical cables of up to 6 meters, whereas any longer cables or cables penetrating the respective spatial boundary (e.g. the walls) shall be provided by the Customer in the form of properly laid and technically adequate in-house cabling to be operated for the period of the Service. Any fault of the cabling provided by the Customer pursuant to Sentence 3 above, shall not be considered a Qualifying Incident; any fault repair of this cabling shall be the responsibility of the Customer.

**9.1.2** Where the laying or operation of the cabling requires further third party consents to be obtained or in particular other measures as announced to the Customer by BT to be taken in relation to third parties, the Customer shall obtain the required consents and take the relevant measures.

**9.2** The Customer Contact shall be available at all times during the first-time delivery of the Service, in particular on the relevant date notified by BT or during other installation work carried out by BT and provide reasonable assistance as requested by BT, which includes in particular checking of the internal cabling, of the power supply or of values displayed at a network terminating unit.

## **10. Fault Repair Procedure**

If BT detects or the Customer reports an Incident, BT shall take the following measures:

Network Incidents: BT shall respond to reported incidents without undue delay.

Access Line Incidents: BT shall work with the relevant supplier to restore the Service as soon as practicable during the "Access Maintenance Hours".

BT Equipment Incidents: If possible BT will fix the Equipment remotely. If necessary, BT or its supplier shall visit the Site as soon as reasonably practicable during the "CPE Maintenance Hours" to repair the fault.

## **11. Service Levels**

**11.1** BT undertakes to achieve the Service Levels (Delivery, Availability, Recovery Time). If the Service Levels are not performed by BT, the Customer may claim Service Credits according to the provisions below.

Further Service Levels for Network Performance may be specified in the product-specific Service Schedules depending on the Service.

Service Credits shall be calculated on the basis of the monthly Charges agreed for a Site (“Site Charges”). If usage Charges are billed for a Service, the Service Credits shall be calculated on the basis of the recurring monthly Charge and the monthly average usage Charges which were invoiced for the Site for the three months preceding the incident (hereinafter likewise “Site Charges”).

In this section “Site” shall mean an individual Site or Circuit as appropriate.

**11.2 Delivery**

The Customer may request a first-time delivery date on the Order for each Site, the “Customer Requested Date” (“CRD”). After BT has received the order of the Customer BT will inform the Customer about a binding date on which the Service is delivered first time (Customer Commit Date / “CCD”).

If the first-time delivery of the Service occurs after the CCD, the Customer may claim Service Credits of 4 % of the Site Charge for each Business Days’ delay.

If the Customer requests a change to the Service in connection with the first-time delivery, BT may specify a new CCD, with the original CCD becoming invalid in this case.

Changes to the scope of the Service (e.g. changes to the bandwidth) shall not be deemed to be a first-time delivery of the Service.

**11.3 Availability**

BT will assign a Service Level Category to each Site subject to the Service, configuration and Site location and specified in the Order Form. For circuits, the Service Level Category is the one for the Site in the lowest Service Level Category.

BT shall measure the Downtime for each reported Qualifying Incident and will keep a record of cumulative Downtime by Site, in units of full minutes for the SLA Year.

The Customer may claim Service Credits in accordance with the table below, if depending on the Service Level Category of the Site the availability in a SLA Year falls below the Annual Availability Target. In this connection, the Annual Availability Target shall be related in percentage to the SLA Year.

<b>Service Level Category</b>	<b>Annual Availability Target (in proportion to the SLA Year)</b>	<b>Service Credit</b>
Category A	≥ 99.95 %	4 % of the monthly Site Charges of the affected Site for every hour or part thereof of the Downtime falling below the Annual Availability Target.
Category B	≥ 99.90 %	
Category C	≥ 99.85 %	
Category D	≥ 99.80 %	
Category E	≥ 99.70 %	
Category F	≥ 99.50 %	
Category G	≥ 99.00 %	
Category H	≥ 98.00 %	

Category I	≥ 97.00 %	
Category Sub I	< 97.00 %	

#### 11.4 Recovery

The Customer may claim Service Credits in accordance with the table below, if the Downtime exceeds the span of time designated as Recovery Time in the table.

Service Level Category	Recovery Time	Service Credit
Category A - D	5 h	4 % of the monthly Site Charge of the affected Site for every hour or part thereof of the Downtime exceeding the applicable Recovery Time.
Category E - F	8 h	
Category G - I	24 h	
Category Sub I	Best efforts	With Service Level Category Sub I, no Service Credit shall be paid.

#### 11.5 Measuring Downtime

**11.5.1** Downtime is measured from when a Qualifying Incident is reported by the Customer to the Service Desk, and ends when BT has cleared the Qualifying Incident. The Customer is given an incident report reference number ("Trouble Ticket" Number) by BT for each reported incident. The fault repair requires the Customer to describe the Incident adequately by means of a technical questionnaire from BT to enable BT to diagnose such Incident. Where required, BT is allowed by the Customer to inspect documents necessary for the fault repair. Incidents that were not properly reported by the Customer are disregarded in calculating the Downtime.

Where BT itself identifies a Qualifying Incident through proactive monitoring and as a result opens a Trouble Ticket, BT initially tests the functionality of the BT Core Network; in this case, Sentence 1 applies accordingly to the start of the measurement of the downtime. To the extent that the fault has not been caused by a malfunction of the BT Core Network, further tests by BT are subject to the Customer providing the information and documents necessary according to the Sentences 3 and 4; the period between the completion of the test of the BT Core Network by BT and the complete provision of such information and documents by the Customer are disregarded in calculating the Downtime.

**11.5.2** BT usually delivers a first qualified acknowledgment to the Customer relating to every reported Incident of Priority 1 in generally within 30 minutes during the agreed CPE Maintenance Hours or the Access Maintenance Hours. In case of a reported Incident of Priority 2 it is in generally within 60 minutes and in case of a reported Incident of Priority 3 it is in generally within 120 minutes that are usually deemed to be the time until a first qualified acknowledgment. The acknowledgment contains a preliminary diagnosis stating the extent of the incident as well as the anticipated Downtime. BT keeps the Customer informed about the progress of the fault repair.

**11.5.3** BT informs the Customer, once the incident has been cleared, and closes the Trouble Ticket, when either the Customer confirms within 20 minutes that the Qualifying Incident has been cleared, or BT has attempted and failed to contact the Customer and the Customer does not respond within 20 minutes.

**11.5.4** If the Customer reports back within 20 minutes of being informed that the Qualifying Incident has not been cleared, the Trouble Ticket remains open and the Downtime is adjusted.



**11.5.5** Downtimes are only measured during the “Access Maintenance Hours” (for Access Incidents) or during the “CPE Maintenance Hours” (for BT Equipment Incidents).

**11.5.6** Qualifying Incidents that occur due to the following circumstances or during the following spans of time are disregarded in calculating the Downtime:

- (a) Changes to the Service upon request of the Customer;
- (b) Scheduled Maintenance;
- (c) Changes to the network configuration applied by the Customer that were not approved by BT or other changes to the service, BT Equipment or equipment provided to BT that were not applied by BT;
- (d) BT being denied access for fault repair by the Customer or being prevented from fault repair in another way by the Customer;
- (e) Test of the Service.
- (f) Interruptions in the energy supply outside the area of responsibility of BT.

## **11.6** Limitations

**11.6.1** Accumulated claims of the Customer for payment of Service Credits as a result of the non-compliance with Service Levels at a specific Site are limited to the Capping Level regardless of the duration of the applicable non-compliance.

**11.6.2** For Services or functionally defined parts of the Service (such as a single Site) for which a Minimum Period of Service of less than 12 months was agreed, no Service Credits are granted.

**11.6.3** Only measurements carried out by BT are used in the calculation of Service Credits.

## **11.7** Payment of Service Credits

**11.7.1** Claims for payment of Service Credits have to be asserted by the Customer against BT within 25 days after expiration of the calendar month in which such claims have arisen. The claim has to be substantiated by the Customer in writing.

**11.7.2** Service Credits are payable by deduction from the Customer’s invoice within two billing cycles of a claim being received.

## **12. Warranty**

The Services provided on the basis of this Service Schedule shall be subject to the following warranty provisions.

### **12.1** First-Time Delivery of the Service

The first-time delivery of the Service or functionally defined parts of the Service shall be subject to the warranty provisions of this Clause 12.

#### **12.1.1** Acceptance

(a) For the first-time delivery of the Service or functionally defined parts of the Service BT may request an acceptance by the Customer.

(b) The Customer shall promptly perform and declare every acceptance of the Services provided by BT. BT shall be entitled to participate in every acceptance.

(c) If the Customer has not notified any major defects within four (4) business days or within a different period agreed by the Parties for the acceptance after the Service has been provision by BT for acceptance, or if the Customer starts to use the Service, the acceptance shall be deemed declared.

#### **12.1.2** Defects in Quality

(a) If the Service provided by BT shows a defect in quality, the Customer shall be entitled, at BT's option, to request either subsequent improvement or replacement (supplementary performance).

(b) If the Customer, after a first request, has set a reasonable time limit for BT and BT refuses supplementary performance or such supplementary performance fails, the Customer, in case of a deviation of the Service other than minor, may at its option cancel the affected Service or demand the reduction of the Charges attributed to this Service. The same applies, if a supplementary performance is unreasonable for BT. BT shall be entitled to make at least two trials of supplementary performance. In case of a minor deviation of the Service the Customer may only demand the reduction of the Charges attributed to the affected Service.

(c) Any minor deviation of the Service provided by BT from the contractually agreed quality which does not limit the functional capability shall not give rise to a claim due to a defect in quality.

(d) BT shall be liable for defects in accordance with the General Terms and Conditions.

(e) The warranty of quality shall expire for such Services provided by BT that the Customer modifies or interferes with otherwise, unless the Customer proves in connection with the notification of defect that the interference was not the cause of the defect. The warranty of quality shall also expire, if the Customer, after detecting a defect, does not promptly notify such defect in writing to BT or does not use the Service in accordance with the provisions of the Master Services Agreement.

(f) Claims of the Customer due to the expenses incurred for the purpose of supplementary performance, including, but not limited to transport, labour and material costs, shall be excluded, if the expenses are increased by the subsequent relocation of the contractual service to a place other than the contractually agreed place of performance.

(g) Claims of the Customer due to a defect in quality shall be subject to a limitation period of one year after the commencement of the statutory period of limitation.

### **12.1.3 Defects of Title**

(a) If the Service provided by BT shows a defect of title that is constituted by the infringement of intellectual property rights in the broadest sense, copyrights and copyright licenses of a third party, the provisions of the General Terms and Conditions shall apply. Other defects of title shall be subject to the statutory provisions.

(b) The liability of BT for claims of the Customer for damages or reimbursement of expense due to a defect of title shall be limited pursuant to the General Terms and Conditions.

(c) Claims of the Customer due to a defect of title shall be subject to a limitation period of one year after the commencement of the statutory period of limitation.

### **12.2 Ongoing Provision of the Service (Regular Operation)**

The ongoing provision (regular operation) of the Service or a functionally defined part of the Service in the regular operations following the first-time delivery of the Service or functionally defined parts of the Service shall be subject to the warranty provisions.

**12.2.1** BT shall repair the faults occurring in the Service or the affected part of the Service in accordance with the fault repair procedure set forth in Clause 10 (supplementary performance).

**12.2.2** The liability of BT for claims for damages of the Customer due to the incident shall be limited pursuant to the General Terms and Conditions.

**12.3** The Service Credits granted by BT pursuant to Clause 11 shall be credited against any higher claim for damage asserted by the Customer.

Notwithstanding the provisions in Clause 6, claims of the Customer for reduction shall be excluded.

### **13. Notifications Pursuant to Section 93 TKG (German Telecommunications Act)**

**13.1** For the purpose of providing telecommunications services to the public, BT may collect, process and use personal data of the Customer to the extent required to establish, design, amend or terminate a contractual relationship for telecommunications services (Customer Data). Customer Data may further be processed and used by BT provided that this is required for the purpose of advising the Customer, carrying out advertising and market research for BT's own purposes as well as tailoring the telecommunications services of BT and provided that the Customer has given its consent in the Order Form.

**13.2** Traffic data, including in particular phone numbers of the calling party or the called party, start and end of connections as well as services used, will be collected, processed and used by BT only in accordance with the statutory provisions.

**13.3** BT will store and transmit traffic data collected, processed or used during the provision of telecommunications services for the purpose of settling accounts with other service providers or their subscribers in accordance with the statutory provisions.

**13.4** The Customer may at any time, with effect for the future, order an itemization of calls with different options of anonymising the call numbers; details are provided in the Order Form.

**13.5** The handling of data by foreign network carriers depends on, among other things, the applicable national data protection regulations.

**13.6** The Customer may register with a public subscriber directory; details are provided in the Order Form.

**13.7** The Customer is entitled to select different options of the calling line identity restriction (CLIR) / calling line identification presentation (CLIP) in the Order Form.

### **14. Changes to the network or changes of the Service**

**14.1** With the provision of the Service BT may also use technical solutions produced on the generally provided network of the supplier of BT (e.g. Deutsche Telekom).

**14.2** In case a supplier changes performance features, especially but not limited to changes of existing network platforms (e.g. exchange of SDH, 1850, WDM by IP technology based infrastructure), network services, products or individual performance features, BT is entitled to also change the agreed Service accordingly as set out in Section 9.3 below.

**14.3** BT is going to inform the Customer about any forthcoming changes generally five (5) months beforehand. As far as the changes are reasonable, BT is going to establish the changes after the information period. Reasonable as set out above means a change, that has no severe impact on the Service obligations of BT, the Customer has no objectively seen negative impact (keeping technical functions on the same or better level) or there is no material deviation from the Service as ordered.

In these cases the Customer will make any necessary changes on his own technical equipment at its own expense and bears any migration or implementation costs of third parties.

In case the changes are unreasonable the Customer is entitled to terminate the part of the Service that is affected by the change with effect of the effective date of the change.