

Network Services

ADSL Managed Service

Schedule to the General Terms

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Network Services

Where the Customer selects ADSL Managed Service as detailed in the Order Form, the following relevant terms shall apply:

1. ADSL Managed Service

- 1.1 Where the Customer has chosen the ADSL Managed Service as its access mechanism, the Service offers Customers ADSL based access via IP connectivity delivered over the BT Network. The Service consists of a BT Central and User Access which for the purposes of this paragraph means the physical network (including the Metallic Pair) between the DSLAM and a Customer Site over which the Service is made available to a User.
- 1.2 The Customer must provide BT with their IP address and the IP address that is to be used by a User.
- 1.3 The Service will not be available outside the Service Availability Area, and availability within the Service Availability Area will be subject to the provisions of this paragraph. Provision of the Service and each User Access may be subject to a Site survey and as result BT may not be able to provide the Service.
- 1.4 The Customer NTE (excluding any Ethernet cable which may also be provided) requires local mains power directly from a wall mounted socket, or an appropriately approved mains extension lead which is the responsibility of the Customer to provide.
- 1.5 Without prejudice to BT's obligations under this paragraph, and in relation to ADSL User Access only, the Customer accepts and acknowledges that BT has the right to use the physical network (including the Metallic Pair) component of the Access to provide other services; this will be at the Customers request and BT's discretion.
- 1.6 The Customer acknowledges and accepts that provision of the Service may result in the Customer experiencing a temporary loss of analogue direct exchange line service whilst activation is being carried out, and that any incorrectly wired extensions to Users existing master socket forming part of the BT Network will be left disconnected.
- 1.7 BT reserves the right to cancel any User Access order where the Customer has failed to agree with BT an activation date within thirty days from acceptance by BT. If BT cancels a User Access request in accordance with this paragraph, then the Customer must pay the applicable cancellation Charges specified by BT.
- 1.8 The terms of paragraph 2 of this Service Schedule shall apply to the ADSL Managed Service.

- 1.9 The Service is offered as a bundled Service which offers network access and pre-defined CPE, terminating on a Managed Router. The Service also includes as standard, Project Management with BT Desk Based Project Manager, Standard Care Maintenance and Rapid Fault Diagnostics or Standard ADSL Incident Management.
- 1.10 In the event that BT re-locates a DSLAM it is possible that some ADSL accesses will cease to be operational as a result of increased distance between the re-located DSLAM and the BT Equipment. In these circumstances, the Service for the relevant ADSL access will be withdrawn, BT will give the Customer as much notice as reasonably possible in these circumstances and refund any Charges paid in advance by the Customer, on a pro rata basis.
- 1.11 The Service is provided on a fixed rental basis. The Customer will also be charged a banding charge which relates to bandwidth usage. The Customer will be allocated a banding based on the information they have provided, it will outline how much bandwidth usage they have per month. BT will monitor the Customer's bandwidth usage over each quarter, Customers who go over their allowable bandwidth usage for their specific banding by more than 25% will be migrated up to the appropriate banding level. Customers who have used less than 25% of the allowable bandwidth usage for their specific banding will be migrated down to the appropriate banding level.
- 1.12 Where Standard Care maintenance applies it can either be selected with a SLA or not. The SLAs that can be selected by the Customer are: Service Availability Service Level, On-time Delivery Service Level, Repair Service Level and Core Network Performance Service Level. All SLAs are subject to additional charges.

2. ADSL/Broadband Provisions

- 2.1 The terms of this paragraph shall apply to the ADSL Managed Service.
- 2.2 BT will provide a managed ADSL Service under this Contract, which includes an ADSL access, router and value add services.
- 2.3 Access requests may be subject to survey. If the Access request is rejected, BT will notify the Customer of the reasons for the rejection and indicate whether the survey indicates that the supply of Service is not technically feasible, or if other circumstances beyond BT's reasonable control prevent BT from carrying out the survey.
- 2.4 BT will accept or reject each access request. The Customer acknowledges that the acceptance of an order and the installation of BT Equipment or CPE does not mean that an access can be successfully activated in respect of the Service.
- 2.5 The Customer acknowledges and accepts that there may be some technical limitations and issues within the BT Network that may not become apparent until after the Service has been installed. In such circumstances, and at BT's sole discretion, the Service for some individual Users may need to be withdrawn, down-graded to a lower speed or replaced with an alternative Service. Where appropriate, BT will refund any Charges paid in advance by the Customer. Where the Service is being downgraded to a lower speed or replaced with an alternative Service BT will notify the Customer of the appropriate charges associated with the new Service.
- 2.6 Except in respect of a refund referred to in paragraph 1.6 above, BT will have no liability to the Customer relating to the provision of the Service (or BT's inability to provide the Service), the performance of the Service, its effect on other services or equipment or the withdrawal of the Service.
- 2.7 All PSTN Lines which are provided as part of an ADSL/Broadband provision for data use only as part of a WAN or IP network will be provided with outgoing call barring with 999 access, unless the Customer specifies otherwise. The Customer is responsible for the payment of all applicable usage Charges that

may accrue on all of their PSTN lines. The Customer is also responsible for use of all of their PSTN lines including any potential fraudulent use that may occur.

- 2.8 The Customer must have a contract for the use of a BT provided analogue direct Exchange Line which terminates on a BT public switched telephone network master socket forming part of the BT Network for the duration of the Contract.
- 2.9 Where a NTE Device is being provided as part of the Service it requires local mains power directly from a wall mounted socket or an appropriately approved mains extension lead which is the responsibility of the Customer to provide. The Customer must provide a dedicated 240v mains power supply for the broadband router. High current electrical equipment should not be used on the same mains power supply. In the event that power noise occurs on the mains power supply, the Customer shall be responsible for resolving the power noise by using either a mains conditioner or UPS system.
- 2.10 Some ADSL/Broadband services use advanced 'Rate Adaptive' broadband technology (Dynamic Line Management). This type of technology does not run at fixed speeds. The speed of the Service will be the fastest speed that the Customer's analogue direct exchange line can support.
- 2.11 Where the Customer has either selected the ADSL1 option or has a router that can only support ADSL1, downstream speeds will be restricted to up to 8M and upstream speeds will be restricted to 416K.
- 2.12 The Customer acknowledges and accepts that the downstream speeds outlined above are not guaranteed and BT will have no liability to the Customer for failing to reach specific speeds.
- 2.13 ADSL/Broadband downstream and upstream capabilities will vary depending on various factors which include proximity of the Customer Site to the BT Local Exchange, the length and quality of any internal wiring; the processing speed of the router or modem being used, the speed of the connection between the computer and the router/modem; time of day; levels of congestion on the BT Network and electrical interference noise in the Customer environment.
- 2.14 The Customer acknowledges and accepts that the downstream and upstream performance of the Service will vary depending on factors outlined in the paragraph above.
- 2.15 The Customer acknowledges and accepts that Repetitive Electrical Impulse Noise (REIN) or other types of noise generated within, or near the Customer's Site, does not constitute a fault in the Service.
- 2.16 Following provision of an ADSL/ Broadband Service, dynamic line management will occur on the Service to stabilize the line at the most appropriate speed. Dynamic line management may last for up to 10 days and may result in short outages (lasting several seconds) of the Service. Short outages as a result of dynamic line management can also occur regularly as part of normal operation of the Service. This does not constitute a service failure. Intermittent Service loss can occur up to 3 times in a 24 hour period where the Super-stable option has been configured. A Service failure is a continuous loss of Service to the Site. The Customer accepts and acknowledges that such outages will not be deemed as a fault in the Service by BT, and BT will only accept faults in the Service where the Customer experiences a continuous loss of Service.
- 2.17 It may be possible that the Customer's chosen ADSL/ Broadband Service cannot be used effectively by the Customer for their specific application. In these rare cases, service settings may be adjusted on request to the Service Desk. This does not constitute a fault in the Service. Service speed can be traded off against service stability, error performance and latency. A higher service speed with a higher risk of errors (standard mode) or a lower service speed with a lower risk of errors (super-stable mode) can be set on request. This is however dependent on the Service being provided.
- 2.18 Where the Customer has ordered a Fixed Rate ADSL option, these Services are not Rate Adaptive (in the downstream direction). The speed ordered is the speed that the Customer can expect to receive. The speed can only be changed in life by ordering a different speed option as no dynamic line management will occur on the Service. Class of Service is supported on fixed rate access options.

- 2.19 From time to time the UK broadband network is affected by planned engineering works. These outages are usually for a short duration, and normally take place between 12am and 6am and affect a small geographic area.
- 2.20 Unless agreed otherwise by the Parties, BT will not follow the Broadband Notification of Transfer switching process in relation to ADSL or Broadband services provided as part of the Service. The Customer may terminate a Service under the Contract by giving Notice to BT as set out in paragraph 18 of the General Terms.

3 Network Services - Customer Responsibilities

- 3.1 All Customer Equipment and any access circuits leased by the Customer directly from a Third Party shall be the sole responsibility of the Customer and are not included as part of the Service.
- 3.2 Unless otherwise stated, the Customer is responsible for providing suitable computer hardware, Software and telecommunications equipment and services necessary to access and use the Service.
- 3.3 The Customer shall be responsible for providing a suitable IP addressing scheme (that must be at least a /24 address block) that is registered with an approved Internet registration authority, otherwise it will not be accepted by BT. The Customer shall ensure that it has a single IP address within the Customer Network. Unless the Customer has selected the Configuration Management option, the Customer shall also be responsible for devising any IP addresses which may be required for the purposes of WAN, LAN or both as appropriate, network management.
- 3.4 If the Customer accesses the Service via a LAN, the Customer is responsible for:
- 3.4.1 providing and maintaining a suitable LAN and IP router capable of interfacing satisfactorily with the Service; and
 - 3.4.2 configuration of the IP router.
- 3.5 The Customer shall be responsible for the creation, maintenance and design of all Customer Information.
- 3.6 The Customer warrants that it will comply with all consumer and other legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to the Customer or BT and which relate to the provision of Customer Information provided that BT has given notice to the Customer of those which apply to BT.
- 3.7 Where appropriate, the Customer must specify the volume of traffic required for each CoS level.
- 3.8 The Customer must adhere to the recommended bandwidth, access rate or specified volume of traffic as specified by BT for each CoS level. The Customer acknowledges that if it exceeds such recommended bandwidth, access rate or specified volume of traffic, then this may result in service degradation for which BT will not be liable.
- 3.9 To enable BT to provide a CoS level, classification of traffic must be carried out. Unless the Customer has requested to carry out classification of traffic via Professional Services such classification will be the sole responsibility of the Customer.

4 Network Services - General

- 4.1 Where an IP address or Domain Name is allocated to the Customer, it may only be used in connection with the Service. Except where expressly registered in the Customer's name, all BT based IP addresses and domain names made available on the Customer's behalf in connection with the Service shall at all times remain the property of BT and shall be non-transferable. The Customer shall have no right to use such IP addresses or domain names upon termination of the Service, at which time they will revert to BT.

- 4.2 Where the Customer has requested network address translation, BT will configure the Service in accordance with the details specified in the design summary. Where the Customer subsequently requests BT to make a change to the network address configuration, the Customer shall pay BT's reasonable Charges for the work carried out.
- 4.3 The Customer will give BT as much notice as possible if it intends to use the Service or to encourage or require the use of the Service in such a way as to distort users natural usage patterns, including, by way of example, running promotions which require users to log on within a short space of time or on a "first come, first served" basis.
- 4.4 The Customer acknowledges that the quality of the Service may be impaired by the uploading and downloading of data when using an ADSL enabled Line.

5 Service Management Boundary

- 5.1 BT will provide and manage the WAN Services up to the bridge router interface to the Customers LAN and will not extend beyond the Customer LAN ("Service Management Boundary").

6 Defined Terms

In addition to the defined terms in the General Terms and the Managed Service from BT Schedule to the General Terms, the following defined terms apply in this Schedule (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):

"BT Central" means the physical network and protocol that connects a Customer NTE to the Broadband Access Server. Broadband Access Server means a remote access server, a component in the BT Network and which is used for the Service.

"Device" means any laptop, personal digital assistant smartphone, mobile phone, tablet, netbook or other piece of equipment with Wi-fi connectivity.

"DSLAM" means digital subscriber line access multiplexer.

"Managed Router" means a Router owned and provided by BT for use with the Service, as further defined in paragraph 2.3 of this Schedule.

"Metallic Pair" means a BT circuit comprising a pair of twisted metal wires which allows electrical signals to be conveyed.

"Service Availability Area" means an area, as may be amended by BT from time to time, where the Service is potentially available detailed on the BT website at <http://www.bt.com/broadband/>.