

Network Services

BT Internet Connect

Schedule to the General Terms

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Network Services

Where the Customer selects BT Internet Connect as detailed in the Order Form, the following terms shall apply:

1. BT Internet Connect

1.1 Service Description

- 1.1.1 The Service offers a range of data services that allow the Customer to connect to the Internet using a range of access methods at a variety of speeds over the BT Network.
- 1.1.2 The access method consists of:
 - a) a direct connection where the Service is delivered via digital fixed Links and terminated on BT managed NTE at the Site.
- 1.1.3 BT will provide direct Internet access under 1 of 2 geographical price bands (London and National) based on the Customer Site(s).
- 1.1.4 BT will configure or provide, as applicable:
 - a) The relevant Service Levels;
 - b) both un-contended and symmetrical bandwidth;
 - c) static or dynamic routed IP addresses as set out in the Order Form; and
 - d) static assigned IPv4 and IPv6 addresses as set out in the Order Form.
- 1.1.5 Bandwidth
 - a) The Service includes a range of access speeds that are available to deliver the required bandwidths:
 - i) 2Mbps to 20Mbps GEA over FTTC;
 - ii) 2Mbps to 30Mbps GEA over FTTP;
 - iii) 2Mbps to 35Mbps EFM;
 - iv) 10Mbps Fibre;
 - v) 100Mbps Fibre;
 - vi) 500Mbps Fibre;

- vii) 1Gbps Fibre; and
 - viii) 10Gbps Fibre.
 - b) Bandwidths available from 2Mbps to 10Gbps in varying increments based on Ethernet speeds, notwithstanding that the actual IP throughput of which will be dependent upon the IP applications used by the Customer.
- 1.1.6 BT will also configure and provide any of the following options as set out in an Order Form:
 - a) Domain name registration;
 - b) DNS (Primary and Secondary Name Servers);
 - c) mail (mail relay including store and forward);
 - d) Network Centric Security Services are more fully described in the separate BT MPLS Schedule; and
 - e) Resilience as configured for;
 - i) Failover;
 - ii) Load-balancing; or
 - iii) Back-up.
- 1.1.7 BT will provide DNS as specified on the Order Form and as requested by the Customer. BT will not be responsible for providing DNS to the Customer's own customers.
- 1.2 Moves, Adds and Changes
 - 1.2.1 The Customer may request an increase or decrease of the available port speed bandwidth supplied over the existing access constraints from BT, subject to the limits defined by the size of the access bearer and the bandwidth increments allowed for the specific bearer/bandwidth combination (each, a "Bandwidth Flex").
 - 1.2.2 Any Bandwidth Flex increase or decrease will be chargeable and operate for a minimum period of five (5) Business Days before a further request may be made by the Customer.
 - 1.2.3 The Customer may request a Site move, either internally at the Customer's existing Site or to a new Site, subject to the payment of a shift Charge or any applicable connection Charges.
- 1.3 Customer Responsibilities
 - 1.3.1 The Customer is responsible for ensuring that the Customer's equipment connected to the BT Network conforms to the interface specifications and routing protocols specified by BT.
 - 1.3.2 The Contract for the provision of the Service is between BT and the Customer. Where the Customer, utilising the Service, enters into contracts with its customers, the Customer remains responsible to BT under this Contract. Any contracts the Customer has with such customers for the provision of IP or other services utilising the Service are entirely the Customer's responsibility. The Customer will:
 - a) include in its contracts with its customers conditions of use equivalent to those in the General Terms;
 - b) ensure that its customers have only a single IP address within the Customer's network; and

- c) provide a support function for the provision of support to its own customers connected to its network who must be required and directed to use this route to report all faults, queries and complaints. For the avoidance of doubt, BT will have no responsibility for provision of support to the Customer's own customers.

1.4 Network Centric Security Service

1.4.1 The Customer can protect its BT internet connection with the following chargeable option.

- a) Denial of Service – DDoS Proactive Mitigation

DDoS mitigates attacks by profiling normal traffic behaviour and proactively monitoring the internet traffic routing to the Customer's internet connection. DDoS detects DoS floods, worm and anomalous traffic behaviour; in these circumstances the Customer's traffic will be re-routed to the threat management system which will permit legitimate traffic to proceed.

1.4.2 The Network Centric Security Services Centre is managed 24 hours a day, seven days a week including Public and Bank holidays.

1.4.3 If BT detects a DoS attack or the System Administrator reports a DoS attack in the Service, BT will respond by carrying out one or more of the following actions:

- a) provide advice by telephone, including advice as appropriate on tests and checks to be carried out by the Customer;
- b) carry out diagnostic checks from BT premises; and
- c) mitigate the DoS attack by either manual or automatic intervention.

1.5 Provider Independent Resources

1.5.1 BT is required by Reseaux IP Europeens ("RIPE") to include the following conditions where the Customer takes Provider Independent Resource(s) ("PIR") with the Service :

- a) BT is responsible for liaising with the Customer and the Customer shall respond to BT's requests in order to keep registration records up-to-date;
- b) The Customer shall provide up-to-date registration data to BT and the Customer acknowledges and agrees that some or all of this registration data will be published in the RIPE WHOIS database; and
- c) The Customer acknowledges and agrees that:
 - i) none of the PIR may be sub-assigned to a Third Party;
 - ii) registration fees must be paid by the Customer to BT for the PIR;
 - iii) the PIR will return by default to the RIPE Network Coordinating Centre if the Customer 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.

1.6 Internet

1.6.1 The Service enables access to the Internet from the Customer's Sites in the UK. The Internet is separate from the Service and use of the Internet is solely at the Customer's risk and subject to all applicable laws. BT has no responsibility for any information, software, services or other materials obtained by the Customer using the Internet.

- 1.6.2 BT may from time to time apply Clean-feed filtering to use of the Internet through the Service. BT is not responsible for determining the contents of the Clean-feed list used for the filtering. The Customer must inform BT in writing if it does not want BT to apply such filtering.

2 Network Services - Customer Responsibilities

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 If the Customer accesses the Service via a LAN, the Customer is responsible for:
- 2.4.1 providing and maintaining a suitable LAN and IP router capable of interfacing satisfactorily with the Service; and
 - 2.4.2 configuration of the IP router.
- 2.5 The Customer shall be responsible for the creation, maintenance and design of all Customer Information.
- 2.6 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.
- 2.7 Where appropriate, the Customer must specify the volume of traffic required for each CoS level.
- 2.8 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.
- 2.9 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.

3 Network Services - General

- 3.1 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.
- 3.2 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.

- 3.3 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.
- 3.4 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.

4 Domain Name Registration

- 4.1 The following provisions shall apply as appropriate in relation to any Domain Name required for the Service.
- 4.2 The Customer warrants that it is the owner of, or that it is duly authorised by the owner of, any trademark or name that it wishes to use as its Domain Name and use as part of its URL (uniform resource locator).
- 4.3 Where the Customer wishes to use its own Domain Name, the Customer is responsible for registering the Domain Name and for paying all fees to the Internet registration authorities associated with registration and maintenance of its Domain Name URL.
- 4.4 Where BT carries out Domain Name and URL registration on behalf of the Customer, the Customer will reimburse BT for any registration fees paid by BT to the Internet registration authorities and be responsible for paying any subsequent registration and all rental fees direct to the relevant Internet authorities.
- 4.5 BT may require the Customer to select a replacement Domain or URL and may either refuse to provide or suspend Service if, in BT’s opinion, there are reasonable grounds for BT to believe that the Domain Name or URL is, or is likely to be, offensive, abusive defamatory, obscene or in breach of the provisions of this Contract.

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 and the Managed Service from BT Schedule to the General Terms, these defined terms will take precedence for the purposes of this Schedule):

“**Bandwidth Flex**” means access speed.

“**Denial of Service**” or “**DoS**” means an attempt to make a machine or network resource unavailable to its intended User.

“**IPv4**” means the fourth version of the Internet Protocol (IP).

“**IPv6**” means the sixth version of the Internet Protocol (IP).

“**Link**” or “**Links**” means any hypertext, graphic, button and/or similar function provided by the Customer capable of linking to other websites including non-BT websites.