

Network Services

BT MPLS (Marketed as IP Connect Global)

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Network Services

Where the Customer selects BT MPLS (Marketed as IP Connect Global) Service as detailed in the Order Form, the following terms shall apply:

1. BT MPLS (Marketed as BT IP Connect Global)

Where the Customer has chosen BT MPLS as its access mechanism the following additional General Terms shall apply:

- 1.1 Where the Customer has chosen Maintenance as detailed in the Order Form, and paragraph 1.5 of this Service Schedule, then the following definitions for business hours and business day shall apply:
 - 1.1.1 Maintenance shall be carried out during the local Working Hours that are applicable to the country or region where a Site is located unless otherwise advised to the Customer by BT;
 - 1.1.2 For the purpose of this paragraph 1, the Interpretation of Business Days shall be amended to exclude public holidays that are applicable to the country or region where a Site is located unless otherwise advised to the Customer by BT; and
 - 1.1.3 Where work is to be carried out by a local service provider then work will be performed during the Working Hours advised by the local service provider.
- 1.2 BT MPLS is an IP-based VPN Service that provides differentiated performance levels and prioritisation of delay and non-delay sensitive traffic as well as voice and multi-media applications on a single network. BT MPLS Service allows the creation of a private, secure VPN for the Customer. BT MPLS Service includes the provision and maintenance of CPE at Sites.
- 1.3 The Port is the point at the BT MPLS PoP where the Access Line is connected to BT MPLS. Where the Access Line speed is in excess of the Port speed, traffic shaping will be used to limit use of Access Line capacity to the Port speed.
- 1.4 Access to BT MPLS is available as follows:
 - 1.4.1 Direct access to BT MPLS via an Access Line (all CoS):
 - a) An Access Line connects the Customer Site to a BT MPLS POP.
 - 1.4.2 Access to BT MPLS via BT Frame Relay ("BT FR") (Classes 2 and 3 only):
 - a) An Access Line connects the Customer Site to a BT FR POP. A PVC is then built from the BT FR PoP to the BT MPLS POP; and

- b) ISDN Back-Up Option (Classes 2 and 3 only) ISDN Dial Backup is available in some locations when the Service is accessed via BT FR. It provides an automated backup capability for the Access Line in case of failure. In the event of an Access Line failure an ISDN call is automatically initiated to an ISDN line (provided by the Customer) at a Site to enable access and egress to the BT Network during the period of failure. The Access Line is monitored to ensure that the temporary ISDN backup call is released as quickly as possible once the failed Access Line is restored.

1.4.3 Access via MPLS Remote (Class 3 only). This method provides dial-in access to the Customer's VPN for Users. It provides both analogue (up to V.90) and ISDN connectivity (64 kbps and multilink, 128 kbps - in select countries).

1.5 Fault Repair

1.5.1 When a Customer reports a fault in the Service, BT will carry out diagnostic checks and, depending on the diagnosis, take one or more of the following steps to restore Service:

- a) Network Faults

BT will respond to reported faults without undue delay and will notify the Customer if the fault lies beyond the network boundary.

- b) Access Line Faults

Where BT diagnoses the fault as being in a BT supplied Access Line, BT shall endeavour to rectify the fault in liaison with the BT Access Line supplier as soon as reasonably practicable according to the BT Access Line supplier service maintenance conditions.

- c) BT CPE Faults

BT shall visit the Site as soon as reasonably practicable according to the field service engineer's local business hours and dependent on the International maintenance option as detailed in the Order Form.

1.5.2 International Maintenance Option 1 on CPE

BT will provide an international fault repair service operating during the local Working Hours in the country or region where a Site is located, eight hours per day, Mondays to Fridays, under which BT will aim to respond to a fault within four hours of its receipt and if the fault is not cleared within the five hour period, will advise the Customer of the progress being made towards resolving it.

1.5.3 International Maintenance Option 2 on CPE

BT will provide an international fault repair service operating during the local Working Hours in the country or region where a Site is located, eight hours per day, seven days per week, under which BT will aim to respond to a fault within four hours of its receipt and if the fault is not cleared within the five hour period, will advise the Customer of the progress being made towards resolving it.

1.5.4 International Maintenance Option 3 on CPE

BT will provide an international fault repair service operating twenty four hours per day, seven days per week, under which BT will aim to respond to a fault within four hours of its receipt and if the fault is not cleared within the five hour period, will advise the Customer of the progress being made towards resolving it.

1.5.5 International Maintenance Option 4 on CPE

BT will provide an international fault repair service operating local during local Working Hours in the country or region where a Site is located, eight hours per day, Mondays to Fridays, under which BT will aim to respond to a fault within two hours of its receipt and if the fault is not cleared within

the three hour period, will advise the Customer of the progress being made towards resolving it.

1.5.6 International Maintenance Option 5 on CPE

BT will provide an international fault repair service operating during local Working Hours, eight hours per day, seven days per week, under which BT will aim to respond to a fault within two hours of its receipt and if the fault is not cleared within the three hour period, will advise the Customer of the progress being made towards resolving it.

1.5.7 International Maintenance Option 6 on CPE

BT will provide an international fault repair service operating twenty four hours per day, seven days per week, under which BT will aim to respond to a fault within two hours of its receipt and if the fault is not cleared within the three hour period, will advise the Customer of the progress being made towards resolving it.

1.6 Options

1.6.1 IP Enabler PVC

IP Enabler PVC allows the Customer's BT FR Service to carry some of the Customers traffic on an MPLS VPN whilst still retaining frame relay for other traffic.

1.6.2 Hot Standby Resilient Access

Hot Standby Resilient Access from a Customer Site to the MPLS provider edge ("PE") router is provided by using two MPLS PE routers within the same PoP to connect via two separate "private circuits" to two Customer routers on the Customer's Site. This CPE will be connected to the same LAN. The CPE, port and CoS speed must be the same specification on primary and secondary Sites.

1.7 BT MPLS Customer Responsibilities

In addition to any other responsibilities defined elsewhere in this Contract:

- 1.7.1 The Customer will report faults in the Service to the Service Centre using the fault reporting procedures advised by BT. The Customer will report faults diagnosed as occurring in any Access Line, which has not been provided by BT as part of the Service, directly to the Access Line supplier;
- 1.7.2 The Customer is responsible for its Customer Information and that of any of its Users (including any Customer Information hosted by the Customer or on behalf of third parties);
- 1.7.3 The Customer will provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate;
- 1.7.4 The connection of other private or virtual private networks to the Service can only be made with the prior written approval of BT; and
- 1.7.5 The Customer is responsible for marking traffic in the router with the relevant precedence bits before transmitting traffic to the BT Network. BT will police traffic on ingress to the MPLS Network against the Customer's ordered Class of Service. BT will mark any unmarked traffic as Class 3.

1.8 BT MPLS Charges

1.8.1 For the purpose of calculating a charge payable for any period:

- a) Each period will be deemed to begin on the first day of the relevant month; and
- b) For any period where Service is provided for less than one month, the recurring Charges will be pro rata on a daily basis.

- 1.8.2 Charges for use of the Service from or within a tariff country (a country in which BT is obliged by the applicable legislation or regulation to file a tariff) will be as detailed in the relevant tariff (meaning a document required to be filed by BT, with a governmental agency setting forth the terms, conditions, and/or rates on which a Service is offered and which rates, terms and conditions must be observed in the course of provision of a Service) or published rates, terms & conditions.
- 1.8.3 BT reserves the right to charge the Customer for work done by BT in investigating faults in the Service reported by Customer where BT finds no fault exists or the fault is in an Access Line not supplied by BT.

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 and 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. Service Management Boundary

- 4.1 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”).

5. 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):

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

“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.

“Marks” means a trademark, service mark, trade name, logo or other indicia of origin that serves to identify a Party, its products or services.

“Working Hours” means each hour within such times and on such days applicable to the level of CPE Maintenance.