

Network Services

BTnet Port Only

Schedule to the General Terms

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Network Services

Where the Customer selects BTnet Port Only as detailed in the Order Form, the following terms shall apply:

1. BT net Port Only Service

1.1 Service Description

- 1.1.1 Where the Customer has chosen connection via BTnet Port Only, the Service offers a range of data services to allow the Customer to connect to the Internet at a variety of speeds over the BT Network. The Service is delivered to the Site via Access Lines and terminated on a Customer NTE.
- 1.1.2 The Service provides BTnet Port Only virtual connections that provide end to end connectivity through dedicated Etherway access circuits and BT's Network to enable data traffic to pass from one Customer Site to another.
- 1.1.3 The BTnet Port Only Service is only available as part of the Multi Service Business Access Service.
- 1.1.4 The Service will be subject to a capacity survey at the relevant BT Gateway and if, in BT's reasonable opinion the capacity survey indicates that the supply of Service is not technically feasible, or if other circumstances beyond BT's control prevent BT from accepting the Customer Requirement Form, the Customer will be notified of the reasons for the rejection.
- 1.1.5 The Customer acknowledges and accepts the technical limitations within the BT Network may not become apparent until after the Service has been installed. In such circumstances the Service for some Sites may need to be withdrawn in which case BT will rebate any charges paid in advance by the Customer on a pro rata basis. BT will give the Customer as much notice as practicable of any such issues.

1.2 Service Components

- 1.2.1 The Service includes the following components:
 - a) NTE;
 - b) BTnet Port Only Gateway;
 - c) Un-contended bandwidth;
 - d) 2Mbps to 1Gbps bandwidths available in varying increments;

- e) A range of access speeds (10Mbit/s 100Mbit and 1Gbit) are available to deliver the required bandwidths; and
- f) Static routed IP addresses.

1.2.2 The following options are available at an additional charge:

- a) Domain name registration (the administration fee is included in the connection charge but the registration fee is not and is chargeable in addition);
- b) DNS (Primary and Secondary name servers);
- c) News (news feed and news read);
- d) Mail (Mail relay including store and forward);
- e) Resilience and Disaster Recovery options available at an additional charge;
- f) Denial of Service – DoS Proactive Mitigation; and
- g) Internal or External Shifts.

1.3 Bandwidth Changes

1.3.1 The Service bandwidth is available from 2Mbps. Once provided the Customer is then able to increase or decrease bandwidth subject to the terms of this paragraph 1. The pricing for an increase in bandwidth will incur the equivalent Annual Rental Charge for the higher rate. A standard re-grade charge will apply if the work takes place during Business Hours and additional charges will apply for work at the Customer's request outside Business Hours. The change will be considered permanent and the increased Annual Rental Charge will be applied for the Access Line.

1.3.2 Decreases in bandwidth are permitted, however if the Customer requests a decrease within a period of six months prior to termination of the Service, the Customer agrees that the previous higher bandwidth shall apply for the calculation of termination charges.

1.3.3 The ability to upgrade is determined by the choice of CPE. BT recommends that a router that has the capability to support the full access circuit throughput is deployed on these circuits to ensure that the BTnet Port Only capability is maintained.

1.4 Internal or External Shifts

1.4.1 In the event of a Site move, either internally at the Customer's existing Site or to a new Site, the Customer shall pay: the standard one year connection charge for the applicable access if the move is requested during the Minimum Period. No charges apply if the move is requested after the Minimum Period has expired, provided that the annual rental charge at the new internal or external Site is equal to or greater than the annual rental charge for the previous Site. If the annual rental charge for the new internal or external Site is less than the annual rental charge for the previous Site, the Customer agrees that the standard one year connection charge is payable.

1.5 BT Responsibilities

1.5.1 BT will provide Domain Name services ("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.

1.6 Customer Responsibilities

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

1.6.1 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.

1.6.2 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.

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. 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):

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

"Mbit" means a unit of information equal to 1,000,000 bits.