

Network Services

DataStream

Schedule to the General Terms

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Network Services

Where the Customer selects DataStream as detailed in the Order Form, the following terms shall apply:

1. DataStream

- 1.1 Where the Customer has chosen DataStream as its access mechanism, the Service offers Customers with ADSL based access to multiple users via an ATM based data network for which the Customer will provide applications. The Service consists of either a Customer Access Link which may be connected to an ATM switch at the BT node or a VP and User Access which for the purposes of this paragraph 1 means the physical network (including the Metallic Pair in the case of ADSL) between the DSLAM and a Customer Site over which the Service is made available to a User.
- 1.2 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 Datastream section.
- 1.3 Without prejudice to BT's obligations under this Contract, and in relation to an 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 User Access to provide other services but at the Customers request and BT's discretion.
- 1.4 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.
- 1.5 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.
- 1.6 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 cancellation Charges specified in the BT Price List.
- 1.7 The User Access will be maintained with the Standard Care maintenance option.
- 1.8 The Customer acknowledges and accepts that there may be some technical limitations within the BT Network that may not become apparent until after the Service has been installed. In such circumstances, the Service for some individual users may need to be withdrawn in which case BT will rebate any Charges paid in advance by the Customer.

- 1.9 In the circumstances referred to in paragraph 1.2 and 1.8 above, except in respect of a rebate referred to in paragraph 1.8, 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.
- 1.10 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 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):

"ATM" means Asynchronous Transfer Mode, the recognised international standard for data packet transport. (To be moved to Network Services Schedule)

"DSLAM" means digital subscriber line access multiplexer.

"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.

"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/>.