

Network Services

Enterprise Broadband

Schedule to the General Terms

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Network Services

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

1. Enterprise Broadband

1.1 Service Overview

- 1.1.1 Enterprise Broadband ("EBB") is a broadband Internet access Service from BT which provides UK DSL and Superfast Broadband ("SFBB") access to the Internet.

1.2 Service Components

- 1.2.1 The Service has the following components:
 - a) DSL/SFBB access circuits;
 - b) PSTN lines as set out in paragraph 1.3 below;
 - c) Internet transit – onward connection from the EBB aggregation point to the global Internet over BT's global IP network and international public and private peerings;
 - d) IPsec - Each Spoke Site uses IPsec to establish a secure connection to the host Site over which Customer data passes. The IPsec connection is authenticated using an IPsec pre-shared keys configured within the router; and
 - e) Purchased Equipment (router) as set out in the Managed Service from BT Supply of Equipment Schedule.
- 1.2.2 The Service includes the following: Project Management with BT Face to Face Project Manager, Standard or Enhanced Care and Standard ADSL Incident management.
- 1.2.3 There are no service levels associated with the Service. Any availability or repair figures provided are targets and are given for information only.
- 1.2.4 The Service is available within the Service Availability Area at its specified location.
- 1.2.5 The terms of paragraph 2 of this Service Schedule will apply to this Service.

1.3 PSTN Lines

- 1.3.1 The Service includes the following elements:
 - a) Provision of data-only PSTN lines under this Contract or the ability to migrate lines from other parts of BT. The Customer is required to have a BT provided PSTN Line;

- b) Activation of the PSTN line to support ADSL/SFBB access; and
- c) Support for migration from a User's existing ADSL/SFBB service provider to the Service.

1.3.2 Where migration from an existing ADSL/SFBB service provider is required, the Customer is responsible for obtaining all required information from the existing service provider including MACs or information required as part of the Notification of Transfer process.

1.3.3 The PSTN lines supplied through the Service are intended to be used as a 'data-only' line, supporting the broadband connection, as such they do not support outbound calling and there are no 'call minutes' available or included, although certain types of calls will be possible, for example 0800/emergency calls and to other non-chargeable destinations. Inbound calls are supported. This restriction does not apply where the Service is activated on an existing PSTN line. If the Customer orders PSTN lines for the Service, the Customer will not be able to retain them if the associated broadband line is either ceased or migrated to another service provider.

1.4 User Access Code

1.4.1 The EBB access code is a User identifier with a separate password required to connect to the Service. The access code is a string of characters which includes: a namespace that uniquely identifies the Customer among all customers of the Service, and a User ID that uniquely identifies the User/Site among all other Users with the same namespace.

1.4.2 The namespace is based on an Internet domain registered to the Customer. BT reserves the right to refuse any Customer requested namespace.

1.5 Service Delivery

1.5.1 BT will configure the Service based on the configuration and data provided by the Customer.

1.6 BT Service Management Boundary

1.6.1 The Service Management Boundary is between the EBB Service, including any BT Equipment supplied in conjunction with the Service, and the egress of the Service into the internet. This includes provisioning, maintenance and management of all elements within this Service Management Boundary.

1.7 Customer Responsibilities

1.7.1 In addition to any other responsibilities stated elsewhere in this Contract, the Customer is responsible for the following:

- a) The Customer is responsible for providing any additional security and authentication requirements it deems necessary for entry to applications on the Customer's own network.
- b) The EBB Service does not protect Users' PCs from hacking or viruses. The Customer is responsible for taking any necessary security precautions, and ensuring that Users take precautions, to protect from the possibility of hacking and viruses when using the Service. The Service includes a basic Firewall within the on-site router. If further security is required the Customer should select a fully managed Firewall which is subject to additional Charges.
- c) BT will notify the Customer of any unusual activity detected or notified by its suppliers. The Customer is responsible for reviewing such usage and confirming whether it is legitimate.

- d) The Customer is responsible for the proper termination, and payment of any termination charges incurred under its contracts with any suppliers of any other DSL service when migrating Users to the Service. The Customer is also responsible for ensuring that each Site has a working PSTN or ISDN line from BT or other communications service provider acting as a reseller of BT's exchange lines.
- e) The Customer understands and agrees that the Service is not designed for very heavy usage with applications such as peer-to-peer file sharing, binary USENET or gaming. BT will monitor the usage generated by Users and, where BT identifies very heavy usage on these types of protocols, particularly outside of business hours, BT will contact and work with the Customer to ensure that the Service is being used appropriately.
- f) It is the Customer's responsibility to:
 - i) inform its employees that as part of the Service being deployed by BT, the usage of any targeted protocols directly routed onto the Internet and not via the encrypted corporate session may be monitored and reported to the Customer by BT;
 - ii) ensure that the Customer's employees and Users have consented or will be deemed to have consented to such monitoring and reporting, if such consent is legally required; and
 - iii) BT shall not be liable for any failure of the Customer to comply with this paragraph and the Customer shall indemnify BT from and against any claims or actions brought by its employees or Users against BT arising out of the delivery of Services by BT in accordance with this Contract.

1.8 Minimum Volume of Sites

- 1.8.1 The Customer must specify a minimum volume of Sites ("MVS") on the Order Form.
- 1.8.2 The Customer shall meet the MVS within 3 months of the Service Start Date and shall continue to meet the MVS throughout the remainder of the Minimum Period. If the Customer does not meet the MVS within 3 Months of the Service Start Date, or the number of Sites falls below the MVS for any two consecutive Months during the remainder of the Minimum Period, then BT reserves the right to agree a new MVS with the Customer, and adjust the Charges accordingly.

2. ADSL/Broadband Provisions

- 2.1 The terms of this paragraph shall apply to Enterprise Broadband 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 2.5 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 and network management.
- 3.4 If the Customer accesses the Service via a LAN, the Customer is responsible for:
 - (a) providing and maintaining a suitable LAN and IP router capable of interfacing satisfactorily with the Service; and
 - (b) 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 and the Managed Service from BT Schedule to the General Terms, these defined terms will take precedence for the purposes of this Schedule):

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

"Firewall" means a hardware device together with any associated Software, designed to prevent unauthorised access to the Customer's LAN.

"IPSec" means Internet Protocol Security which is a suite of open standards for helping to ensure data integrity and confidentiality over Internet Protocol (IP) networks.

"Local Loop Unbundling" means the regulatory process of allowing multiple telecommunications operators to use connections from the telephone exchange to the customer's premises.

"MAC" means a Migration Authority Code issued by an Internet Service Provider (ISP) to a customer to enable the migration of a User from the ISP's service to another ISP's service.

"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/>.

"Spoke" means one of (up to) ten access circuits provided from a WES Aggregation Main Link.

"Superfast Broadband" means the next generation broadband access service which uses fibre-optic cables for all or part of the connection and which offers speeds ten (10) times faster than ADSL.



“WES Aggregation Main Link” means a circuit connecting a WES Aggregation Hub Site and a BT Exchange.