

Network Services

Enterprise Connect

Schedule to the General Terms

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Network Services

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

1. Enterprise Connect

1.1 Service Overview

- 1.1.1 Enterprise Connect is a data service, available in the UK, which gives Users access to their corporate LAN, intranet, and e-mail.
- 1.1.2 The Service is available only to a User within the Service Availability Area at its specified location.
- 1.1.3 The terms of paragraph 2 of this schedule shall apply to the Enterprise Connect Service.
- 1.1.4 The only Service Level Agreement option associated with the Service is the On-time Delivery Service Level.

1.2 Service Components

- 1.2.1 The Service includes the following elements:
 - a) DSL access circuits;
 - b) BT PSTN lines (new or existing);
 - c) Onward connection to the Customer's existing BT provided WAN service;
 - d) Authentication (RADIUS CHAP Authentication Protocol) via a managed authentication service, including IP address allocation. Authentication means the process of identifying and authorising a User to establish a connection into a network;
 - e) Activation of the PSTN line to support ADSL access; and
 - f) Support for migration from a User's existing ADSL service provider to the Service.

1.3 User Access Code

- 1.3.1 The Enterprise Connect Access Code is a User identifier required to connect to the Service. The Access Code includes an unique Namespace and User ID.
- 1.3.2 The Namespace is specified by the Customer and must be based on an Internet domain registered to the Customer. BT reserves the right to refuse any Customer requested Namespace.

1.4 Service Delivery

1.4.1 BT will configure the Service based on the configuration and data provided by the Customer. Depending on the options the Customer order, it may be necessary for BT to configure separate Customer Accounts.

1.4.2 The Customer will provide BT with all reasonable assistance in carrying out the requisite service delivery work.

1.5 BT Service Management Boundary (SMB)

1.5.1 The SMB is between the Enterprise Connect Service, including any BT Equipment supplied in conjunction with the Service, and the egress of the Service into the Customer's MPLS Service. This includes provisioning, maintenance and management of all elements within this Service Management Boundary.

1.6 Customer Responsibilities

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

- a) ensuring that Users have suitable communications hardware and software on appropriately enabled laptops / hardware in order to use the Service;
- b) distribution, ongoing management, maintenance and security of valid usernames and passwords. The Customer shall limit access to the Service to Users and shall take all reasonable steps to prevent unauthorised persons from gaining access to the Service;
- c) ensuring, for each of the Customer's Users, that, if the User's PSTN line is not provided through the Service, its Users each have an existing PSTN (analogue telephone line) or ISDN line. If the Customer ceases a PSTN service to a particular User for whatever reason this will be counted as a cease of the Service for that User;
- d) converting existing ISDN lines to PSTN prior to ASDL activation. On conversion from ISDN only one directory number can be retained. If the Customer needs a second PSTN line, it must be ordered separately; and
- e) providing BT with a range of IP addresses available for use with the Service from its existing WAN address scheme.

1.6.2 The Service has been designed to provide a level of performance similar to broadband Internet access products. If the Customer's usage regularly exceeds typical Internet data rates, causing congestion on the Enterprise Connect network, BT reserves the right to terminate the Service and provide an alternative.

1.6.3 The Customer acknowledges that BT does not examine how the Customer uses the Service and therefore BT excludes all liability of any kind for how the Customer uses the Service.

1.6.4 An Enterprise Connect Access Code shall only be assigned to, and used by, a single User or device.

1.6.5 Where migration from an existing DSL supplier is required the Customer shall provide BT with the Migration Authority Code, which is obtained from the existing supplier.

1.6.6 If the Customer orders new PSTN lines for the Service it will not be able to retain them if the associated broadband line is either ceased or migrated to another service provider.

1.6.7 The Customer is responsible for ensuring that any latency sensitive applications are suitable to be run over the Enterprise Connect network.

1.7 Minimum Volume of Users

- 1.7.1 The Customer must specify a Minimum Volume of Users (“MVU”) on the Order Form. This volume must be at least 1 (one) User.
- 1.7.2 The Customer shall meet the MVU within three (3) months of the Operational Service Date and shall continue to meet the MVU throughout the remainder of the Minimum Period of Service.
- 1.7.3 If the Customer does not meet the MVU within 3 Months of the OSD, or the number of Users falls below the MVU for any two consecutive Months during the remainder of the Minimum Period of Service, then BT reserves the right to agree a new MVU with the Customer, and adjust the Charges accordingly.

2. ADSL/Broadband Provisions

- 2.1 The terms of this paragraph shall apply to all ADSL and Broadband Services.
- 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 1.6 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, 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):

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

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

"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.

"VLAN" means the name of the feature which allows the network transport to be separated logically by VLAN tags in accordance with IEEE 802.1q.