

# Ethernet Connect UK

## Schedule to the General Terms

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## Part A – The Service

### 1. Service Summary

BT will provide the Customer with a service that will maximise its WAN connectivity and allow it to utilise its cloud traffic and network more effectively, comprised of:

- 1.1 the Standard Service Component; and
- 1.2 any of the Service Options that are selected by the Customer as set out in any applicable Order, (the “**Service**”).

### 2. Standard Service Component

BT will provide the Customer with the following standard service component (“**Standard Service Component**”) in accordance with the details set out in any applicable Order:

- 2.1 **Etherway Access Type:** the Customer may choose one of the following Etherway Access Types that will provide it with one or more dedicated Circuits to connect its Sites to the BT Network:
  - 2.1.1 Fibre;
  - 2.1.2 Copper;
  - 2.1.3 Superfast;
  - 2.1.4 Etherway Exchange Connect (In Building Handover); and
  - 2.1.5 Shared Access.
- 2.2 The Customer may request a bandwidth upgrade during the Minimum Period of Service for all Ethernet Access Types but the Customer may only request a bandwidth downgrade once the Minimum Period of Service has finished.

### 3. Service Options

- 3.1 BT will provide the Customer with any of the following options that are selected by it as set out in any applicable Order (“**Service Options**”), in accordance with the details set out in that Order:
  - 3.1.1 Ethernet Connect E-Line; and
  - 3.1.2 Ethernet Connect E-LAN.

#### Traffic Classes

- 3.2 For both Ethernet Connect E-Line and Ethernet Connect E-LAN, the Customer may select one of the following traffic classes to prioritise its traffic or the Customer may opt for a mixture of the traffic classes over its dedicated Circuits, as set out in any applicable Order:
  - 3.2.1 Standard Traffic Class;
  - 3.2.2 Premium Traffic Class;
  - 3.2.3 Default CoS; or
  - 3.2.4 Multi CoS.
- 3.3 The Customer will need to use dedicated Circuits for both Ethernet Connect E-Line and Ethernet Connect E-LAN, that it can buy from BT and that BT will install for the Customer to allow it to connect its Sites to the BT Network. The Customer may use its existing dedicated Circuits but BT may ask to survey them to make sure that they are suitable for BT to provide the Service to the Customer.
- 3.4 The Customer may use a single EVC or multiple EVCs on both Ethernet Connect E-LAN and Ethernet Connect E-Line.

### 4. Service Management Boundary

- 4.1 BT will provide and manage the Service as set out in Parts B and C of this Schedule and as set out in the Order up to the demarcation points as set out in the remainder of Paragraph 4 (“**Service Management Boundary**”).

### **Etherway Access Types**

- 4.2 For Fibre, Copper, Superfast and Etherway Exchange Connect (In Building Handover), the Service Management Boundary is the physical Ethernet interface on the Customer's side of the NTE provided by BT. This includes the provision, maintenance and management of all elements up to this Service Management Boundary.
- 4.3 For Fibre, Copper and Superfast, the physical interface will be provided in accordance with SIN360 technical specifications and details are available at [www.sinet.bt.com](http://www.sinet.bt.com). For Etherway Exchange Connect (In Building Handover), the physical interface will be provided in accordance with SIN476 technical specifications and details are available at [www.sinet.bt.com](http://www.sinet.bt.com).
- 4.4 For Bespoke Access, the Service Management Boundary is the Port on the patch panel, located within in the BT rack. This includes the provision, maintenance and management of all elements up to this Service Management Boundary. The Customer is responsible for maintaining connectivity from the Service Management Boundary to its designated rack if it selects the Data Centre Service option of Bespoke Access.

### **Service Options**

- 4.5 For Ethernet Connect E-Line and Ethernet Connect E-LAN, the Service Management Boundary is the physical Ethernet interface on the Customer's side of the NTE on the associated dedicated Circuit. This includes the provision, maintenance and management of all elements up to this Service Management Boundary.
- 4.6 BT will have no responsibility for the Service outside each Service Management Boundary.
- 4.7 BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.

## **5. Associated Services and Third Parties**

- 5.1 If the Customer has selected Superfast it will:
  - 5.1.1 if it has selected the Service to be delivered over FTTC, make sure that it first has one of the BT PSTN services in place and it will make sure that the BT PSTN service it has selected meets the minimum technical requirements that BT specifies ("**Enabling Service**");
  - 5.1.2 make sure there is a suitable BT PSTN line termination within one kilometre of the Sites; and
  - 5.1.3 be responsible for the provision of 2 x 13A power sockets within one meter of the location of the Superfast connection.
- 5.2 If BT provides the Customer with any services other than the Service, including an Enabling Service, this Schedule will not apply to those services and those services will be governed by their separate terms.

## **6. Specific Terms and Conditions**

### **6.1 Access Outside the BT Licenced Area**

- 6.1.1 Except where the Customer has selected the Service in Hull option of Bespoke Access, if it uses the Service to connect to a Site in the Hull Area, the terms of this Schedule will not apply.
- 6.1.2 BT will only be responsible for providing the Customer with the Service in the areas where BT has a licence to provide the Service.
- 6.1.3 BT may terminate or suspend any affected part of the Service without prior Notice if the provision of any service outside of the BT Licensed Area is terminated or suspended.
- 6.1.4 The Customer will be responsible for separately contracting with telecommunications providers in the Hull Area or any other location outside of the BT Licenced Area for anything it needs to use the Service (such as an Access Line).

### 6.2 Minimum Period of Service

- 6.2.1 Unless either BT or the Customer gives at least 90 days' written Notice to the other of an intention to terminate the Service, at the end of the Minimum Period of Service or any subsequent Renewal Period, the Service will automatically extend for the Renewal Period, and both BT and the Customer will continue to perform each of their obligations in accordance with the Contract.
- 6.2.2 In the event that BT or the Customer gives at least 90 days' written Notice to the other of an intention to terminate the Service at the end of the Minimum Period of Service or any subsequent Renewal Period, BT will cease delivering the Service at 23.59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

## Part B – Service Delivery and Management

### 7. BT Obligations

#### 7.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service, BT:

- 7.1.1 will provide the Customer with contact details for the helpdesk that the Customer will be able to contact to submit service requests, report Incidents and ask questions about the Service ("**Service Desk**");
- 7.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are notified to BT in writing. BT will not be liable if, as a result of any such compliance, it is in breach of any of its obligations under this Contract;
- 7.1.3 will, where applicable, arrange for any surveys to be conducted to confirm the availability of a suitable Access Line to the Sites. If the surveys identify that additional engineering work is required in order to provide a suitable Access Line to the Sites, BT may provide a new quote to the Customer, detailing the additional Charges the Customer will need to pay for the engineering work to be completed and:
- (a) if the Customer accepts the new quote, BT will continue and the Order will be processed and BT will arrange for the additional engineering works to be carried out; or
  - (b) if the Customer does not accept the new quote, BT will cancel the Customer's existing Order for the provision of Service to the affected Sites and BT will have no obligation to provide the Service;
- 7.1.4 where the Customer has selected Ethernet Connect E-Line EVC with a bandwidth greater than 1GB, BT may carry out further surveys in order to check that BT can provide the Customer with the Service. If BT thinks that:
- (a) it cannot provide the Service to the Customer, it will let the Customer know as soon as possible and the Contract will be terminated immediately without liability to either BT or the Customer; or
  - (b) it will provide the Service but:
    - (i) If it is necessary to provide the Service (wholly or partially) using non-standard methods and as a result BT incurs a greater expense than normal; or
    - (ii) if BT provides the Service at a greater expense to BT than normal as a result of a request from the Customer,
- then BT may apply special terms (including Charges) in addition to or instead of any terms contained in this Contract and will give the Customer Notice of any special terms that will apply. Within 14 days of this notice the Customer may give Notice to BT terminating the part of the Service that is being provided by these special means and the Service will be terminated immediately without liability to either BT or the Customer;

- 7.1.5 will provide the Customer with a date on which delivery of the Service (or each part of the Service, including to each Site) is due to start ("**Customer Committed Date**") and will use commercially reasonable endeavours to meet any Customer Committed Date;
- 7.1.6 will not accept any Order for an Etherway Access Type if provision of that Standard Service Component would breach BT's licence obligations or any other regulation; and
- 7.1.7 will, during delivery of Superfast using FTTC, install all necessary BT Equipment.

### 7.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.2.1 configure the Service;
- 7.2.2 conduct a series of standard tests on the Service to ensure that it is configured correctly;
- 7.2.3 on the date that BT has completed the activities in this Paragraph 7.2, confirm the Service Start Date to the Customer; and
- 7.2.4 for Copper and Superfast, if BT determines during the standard tests that it is not possible to deliver the Service bandwidth that the Customer has selected, BT will advise the Customer accordingly. In these circumstances, BT may agree to cancel the Order without any charge to the Customer and without further liability on the part of BT.

### 7.3 During Operation

On and from the Service Start Date, BT:

- 7.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay if BT detects or if the Customer reports an Incident on the BT Network;
- 7.3.2 will work with the relevant supplier to restore Service as soon as practicable during Local Contracted Business Hours if BT detects, or if the Customer reports an Incident on the Access Line; and
- 7.3.3 may carry out Planned Maintenance from time to time and will endeavour to inform the Customer:
  - (a) at least five Business Days before any Planned Maintenance on the BT Network or BT Equipment, however the Customer agrees that BT may inform the Customer with less notice than normal where emergency Planned Maintenance is required; or
  - (b) without undue delay for scheduled Access Line maintenance by a supplier.

### 7.4 The End of the Service

On termination of the Service by either one BT or the Customer, or expiry, BT:

- 7.4.1 will provide configuration information relating to the Service provided at the Sites in a format that BT reasonably specifies; and
- 7.4.2 may disconnect and remove any BT Equipment located at the Sites.

## 8. Customer Obligations

### 8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the Service by us, the Customer will:

- 8.1.1 provide BT with the names and contact details of any individuals authorised to act on the Customer's behalf for Service management matters ("**Customer Contact**"), but BT may also accept instructions from a person who it reasonably believes is acting with the Customer's authority;
- 8.1.2 provide BT with any information reasonably required without undue delay;
- 8.1.3 provide BT with access to any Sites during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Service;
- 8.1.4 complete any preparation activities that BT may request to enable the Customer to receive the Services promptly and in accordance with any reasonable timescales;

- 8.1.5 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;
- 8.1.6 where the Customer has selected the Data Centre service of Bespoke Access, arrange with the Data Centre provider to have the internal fibre link delivered between BT's Port and the Customer Equipment located in the Customer's own Site that must be within the Data Centre;
- 8.1.7 in jurisdictions where an employer is legally required to make such disclosure to its employees or Users:
  - (a) inform the Customer's employees and Users that as part of the Service being delivered by BT, BT may monitor and report to the Customer the use of any targeted applications by its employees or Users; and
  - (b) 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), agree that BT will not be liable for any failure by the Customer to comply with this instruction and indemnify BT from and against any Claims or action brought by the Customer's employees or Users against BT arising out of the delivery of the Service by BT;
- 8.1.8 provide and maintain the Customer's own LAN and WAN and ensure that the LAN protocols and applications it uses will be compatible with the Service and will operate satisfactorily over WAN connections using the Service;
- 8.1.9 if required, provide and maintain a PSTN, ISDN or broadband lines at the Sites for exclusive use with the Service. The Customer will pay all charges related to provision and use of such lines and report any incidents in such lines directly to the supplier of the line;
- 8.1.10 ensure that it puts appropriate measures in place to enable Users to call emergency services;
- 8.1.11 prepare and maintain the Site for the installation of BT Equipment and supply of the Service, including, without limitation:
  - (a) provide a suitable and safe operational environment for any BT Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and in accordance with applicable installation standards;
  - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers and provide any openings in buildings required to connect BT Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance Services and carry out afterwards any work that may be required to make good any cosmetic damage caused during the installation or maintenance Services;
  - (c) provide a secure, continuous power supply at the Site for the operation and maintenance of the Service and BT Equipment at such points and with such connections as BT specifies. In order to mitigate any Service interruption resulting from failure in the principal power supply, the Customer will provide back-up power with sufficient capacity to conform to the standby requirements of the applicable British standards; and
  - (d) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate.

### 8.2 Service Operation

On and from the Service Start Date, the Customer will:

- 8.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 8.2.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both BT and the Customer, and will be available for all subsequent Incident management communications;
- 8.2.3 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;

- 8.2.4 be responsible for the maintenance of any internal cabling;
- 8.2.5 ensure that any Customer Equipment that is connected to the Service or that the Customer uses, directly or indirectly, in relation to the Service is:
  - (a) connected using the applicable BT Network termination point, unless the Customer has BT's permission to connect by another means and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
  - (b) adequately protected against viruses and other breaches of security;
  - (c) technically compatible with the Service and will not harm or damage BT Equipment, the BT Network, or any of BT's supplier's or subcontractor's network or equipment; and
  - (d) approved and used in accordance with relevant instructions and Applicable Law;
- 8.2.6 immediately disconnect any Customer Equipment, or advise BT to do so at the Customer's expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 8.2.7 connect equipment to the Service only by using the NTE at the Sites;
- 8.2.8 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
- 8.2.9 maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User;
- 8.2.10 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
  - (a) inform BT immediately if a User ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
  - (b) take all reasonable steps to prevent unauthorised access to the Service; and
  - (c) satisfy our security checks if a password is lost or forgotten;
- 8.2.11 if BT requests the Customer to do so in order to ensure the security or integrity of the Service, change any or all passwords or other systems administration information used in connection with the Service;
- 8.2.12 ensure that the maximum number of Users that the Customer authorises to access and use the Service ("**Authorised Users**") will not exceed the permitted number of User identities set out in the Order; and
- 8.2.13 not allow any Authorised User subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual Authorised User, in which case the Customer will ensure the prior Authorised User will no longer have any right to access or use the Service.

### 8.3 The End of the Service

On termination of the Service by either BT or the Customer, or expiry the Customer will:

- 8.3.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Sites;
- 8.3.2 disconnect any Customer Equipment from BT Equipment located at the Sites;
- 8.3.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
- 8.3.4 arrange for any BT Equipment located at the Sites to be returned to BT; and
- 8.3.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

### 9. Notification of Incidents

Where the Customer becomes aware of an Incident:

- 9.1 the Customer Contact will report it to BT's Service Desk;
- 9.2 BT will give the Customer a unique reference number for the Incident ("**Ticket**"); and
- 9.3 BT will inform the Customer when it believes the Incident is cleared, and will close the Ticket when:
  - 9.3.1 the Customer confirms that the Incident is cleared within 24 hours of being informed; or
  - 9.3.2 BT has attempted unsuccessfully to contact the Customer, in the way agreed between both BT and the Customer, in relation to the Incident and the Customer has not responded within 24 hours of BT's attempt to contact the Customer.
- 9.4 If the Customer confirms that the Incident is not cleared within 24 hours of being informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.

### 10. Invoicing

- 10.1 BT will invoice the Customer for the Charges for the Service as set out in Paragraph 10.2 in the amounts and currency specified in any Orders.
- 10.2 Unless stated otherwise in an applicable Order, BT will invoice the Customer for:
  - 10.2.1 Installation Charges, on the Service Start Date (or monthly in arrears prior to the Service Start Date for any work carried out where the planned installation period is longer than one month);
  - 10.2.2 where the Customer selects Ethernet Connect E-Line and Ethernet Connect E-LAN, a one time activation Charge which will appear on the Customer's first invoice;
  - 10.2.3 Recurring Charges, except Usage Charges, quarterly or monthly in advance on the first day of the relevant month (or as otherwise stated in an Order). For any period where Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
  - 10.2.4 Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates;
  - 10.2.5 De-installation Charges within 60 days of de-installation of the Service; and
  - 10.2.6 any Termination Charges incurred in accordance with Paragraph 11 upon termination of the relevant Service.
- 10.3 BT may invoice the Customer for any of the following Charges in addition to those set out in the Order:
  - 10.3.1 Charges for investigating Incidents that the Customer reports to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
  - 10.3.2 Charges for commissioning the Service as set out in Paragraph 7.2 outside of Business Hours;
  - 10.3.3 Charges for restoring Service if the Service has been suspended in accordance with Clause 10.1.2 of the General Terms;
  - 10.3.4 Charges for cancelling the Service in accordance with Clause 16 of the General Terms;
  - 10.3.5 Charges for expediting provision of the Service at the Customer's request after it has been informed of the Customer Committed Date; and
  - 10.3.6 any other Charges or fees set out in any applicable Order or as otherwise agreed between both BT and the Customer.
- 10.4 BT will invoice the Customer for the Charges for the Service as set out in Paragraph 10.2 in the amounts and currency specified in any Orders.

### 11. Charges at the End of the Contract

- 11.1 If the Customer exercises its right under Clause 17 of the General Terms to terminate the Contract or any Service for convenience, it will pay BT:
  - 11.1.1 all outstanding Charges for Service rendered;
  - 11.1.2 De-installation Charges;



- 11.1.3 any remaining Charges outstanding with regard to BT Equipment; and
  - 11.1.4 any other Charges set out in the Order.
- 11.2 In addition to the Charges set out at Paragraph 11.1 above, if the Customer terminates during the Minimum Period of Service or any Renewal Period, it will pay BT:
- 11.2.1 for any parts of the Service that were terminated during the first 12 months of the Minimum Period of Service, Termination Charges, as compensation, equal to:
    - (a)
      - (i) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service; and
      - (ii) 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months, of the Minimum Period of Service; and
    - (b) any waived Installation Charges or activation Charges; and
  - 11.2.2 for any parts of the Service that were terminated after the first 12 months of the Minimum Period of Service or during a Renewal Period, Termination Charges, as compensation, equal to 20 per cent of the Recurring Charges for any remaining months of the Minimum Period of Service or the Renewal Period.

### 12. Service Amendment

- 12.1 The Customer may request, by giving BT Notice, a change to:
- 12.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or
  - 12.1.2 the Service at any time after the Service Start Date.
- 12.2 If the Customer exercises its right under Paragraph 12.1, and except where a change results from BT's failure to comply with its obligations under the Contract, BT will, within a reasonable time, provide the Customer with a written estimate, including:
- 12.2.1 the likely time required to deliver the changed Service; and
  - 12.2.2 any changes to the Charges due to the changed Service.
- 12.3 BT has no obligation to proceed with any change that the Customer requests under Paragraph 12.1, unless and until BT and the Customer have both agreed in writing on the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change.
- 12.4 If BT changes a Service prior to the Service Start Date because the Customer has given BT incomplete or inaccurate information, BT may, in its reasonable discretion, apply additional reasonable one-time or Recurring Charges.

### 13. IP Addresses, Domain Names and Telephone Numbers

- 13.1 Except for IP Addresses expressly registered in the Customer's name, all IP Addresses and Domain Names made available with the Service will at all times remain BT's property or the property of BT's suppliers and will be non-transferable. All of the Customer's rights to use such IP Addresses or Domain Names will cease on termination or expiration of the Service.
- 13.2 BT cannot ensure that any requested Domain Name will be available from or approved for use by the Internet Registration Authorities and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.
- 13.3 The Customer warrants that it is the owner of, or are authorised by the owner of the trade mark or name that it wishes to use as a Domain Name.
- 13.4 The Customer is responsible for all fees associated with registration and maintenance of its Domain Name, and will reimburse BT for any and all fees that BT pays to any Internet Registration Authorities, and thereafter be responsible for paying such fees directly to the relevant Internet Registration Authorities.

### 14. BT Equipment

- 14.1 BT Equipment will remain BT property at all times and risk in BT Equipment will pass to the Customer upon delivery, whether or not the BT Equipment has been installed.
- 14.2 The Customer will not use BT Equipment other than in accordance with BT's written instructions or authorisation and will not move, add to, reconfigure, modify or otherwise interfere with BT Equipment, nor permit any other person (other than a person authorised by BT) to do so.
- 14.3 The Customer will be liable to BT for any loss of or damage to BT Equipment, except where the loss or damage is a result of fair wear and tear or caused by BT.
- 14.4 The Customer will not move or relocate any BT Equipment without the prior written consent of BT and the Customer will pay BT's costs and expenses reasonably incurred as a result of such move or relocation.

### 15. WEEE Directive

- 15.1 The Customer will be responsible under Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("**WEEE Directive**") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("**WEEE**").
- 15.2 BT and the Customer acknowledge that for the purposes of Article 13 this Paragraph 15 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 15.3 The Customer will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.
- 15.4 The Customer will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party that would not have been caused or made had the Customer fulfilled its express or implied obligations under this Paragraph 15 or in connection with the WEEE Directive.
- 15.5 BT will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

## Part C – Service Levels

### 16. On Time Delivery

#### 16.1 On Time Delivery Service Level

16.1.1 BT will deliver the Service on or before the Customer Committed Date (the “**On Time Delivery Service Level**”).

#### 16.2 Exceptions

16.2.1 If the Customer requests a change to the Service or any part of the Service, including, without limitation, any IP Address location, then BT may change the Customer Committed Date to accommodate that change.

16.2.2 The On-Time Delivery Service Level does not apply to upgrades or changes to the Services, unless these require the installation of new components and have an agreed delivery date, in which case the Customer Committed Date will be that agreed delivery date.

16.2.3 BT may expedite delivery of the Service for operational reasons or in response to a request from the Customer, but this will not revise the Customer Committed Date.

#### 16.3 The Service Level under this Schedule will not apply:

16.3.1 in the event that Clause 8 of the General Terms applies;

16.3.2 during any trial period of the Service;

16.3.3 to failures due to any Force Majeure Event;

16.3.4 if the Customer causes a delay or does not provide any requested information in accordance with any reasonable timescales BT tells the Customer about;

16.3.5 to any Incident not reported in accordance with Paragraph 9 above; or

16.3.6 if the Customer has not complied with the Contract.

## Part D – Defined Terms

### 17. Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the following meanings (and in the case of conflict between these defined terms and the defined terms in 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.

“**Bespoke Access**” means a bespoke Etherway access type that the Customer may opt for in one of the following three ways:

(1) bespoke access using DWDM Technology to deliver a highly flexible, high bandwidth access. This Etherway Access Type contains the following configuration parameters:

- (a) **resilience:** the Customer may choose one of the following resilience options:
  - (i) **Standard Access Configuration;**
  - (ii) **Diverse Resilience; or**
  - (iii) **Diverse Plus;**
- (b) **port configurations:** the Customer may choose one of the following port configurations options:
  - (i) **VLAN Aware; or**
  - (ii) **Port Based; and**
- (c) **bandwidth:** the Service is available in a 10GB bandwidth only;

(2) bespoke access using a Data Centre service: the Customer may select a Port only Service in selected Data Centres around the UK replacing the need for individual EAD Circuits. This Etherway Access Type contains the following configuration parameters:

- (a) **resilience:** BT will provide the Customer with Standard Access Configuration;
- (b) **port configurations:** BT will provide the Customer with a Port Based configuration; and
- (c) **bandwidth:** the Service is available in a 1 GB and a 10GB bandwidth only; and

(3) bespoke access to the Service in Hull: BT does not provide the Service in the Hull Area but BT can provide the Customer with access to:

- (a) a 21CN 7750 switch; and
- (b) alternative local access circuits that the Customer can purchase from other telecommunications providers in Kingston (such as KCom). The Customer may also order a CAS-T accredited service from KCom as an overlay requirement for the Service for an additional charge.

This Etherway Access Type contains the following configuration parameters:

- (a) **resilience:** BT will provide the Customer with Standard Access Configuration;
- (b) **port configurations:** the Customer may choose one of the following port configurations options:
  - (i) **VLAN Aware; or**
  - (ii) **Port Based; and**
- (c) **bandwidth:** the Service is available in 10MB, 100MB AND 1GB bandwidths only.

“**BT Exchange**” means one of BT’s exchange buildings containing equipment for connecting telephone calls.

“**BT Network**” means the communications network owned or leased by BT and used to provide the Service.

“**BT Licenced Area**” means all of the areas in UK where the BT Network has coverage.

“**Business Hours**” means between the hours of 0800 and 1700 in a Business Day.

“**CDR**” means the committed data rate of an EVC that is usually calculated as a percentage of the PDR. The percentage of the Customer’s traffic that falls within the CDR will be guaranteed access to the BT Network. Any traffic exceeding the CDR rate may be allowed into the BT Network up to the maximum value of PDR but BT cannot guarantee this.

“**Circuit**” means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided as part of the Service.

“**Class of Service**” or “**CoS**” means class of service, which is a categorisation of traffic based on a process for managing a network by giving certain types of traffic priority over others.

“**Contracted Maintenance Hours**” means the times during which BT will provide maintenance for BT Equipment, which will be Business Hours unless specified otherwise in the Order.

“**Copper**” means a copper Etherway Access Type that contains the following configuration parameters:

- (d) **resilience:** BT will provide the Customer with Standard Access Configuration;
- (e) **port configurations:** the Customer may choose one of the following port configurations options:
  - (i) **VLAN Aware;** or
  - (ii) **Port Based;** and
- (f) **bandwidth:** the Customer may select a variety of bandwidths to use with the Service, as set out in the Customer’s Order.

“**Customer Committed Date**” has the meaning given in Paragraph 7.1.4.

“**Customer Contact**” has the meaning given in Paragraph 8.1.1.

“**Customer Equipment**” means any equipment and any software, other than BT Equipment, used by the Customer in connection with a Service.

“**Data Centre**” means a secure site which houses a large group of networked computer servers used for the remote storage, processing, or distribution of large amounts of data.

“**De-installation Charges**” means the Charges payable by the Customer on de-installation of the Service that will be equal to the then current rates for Installation Charges on the date of de-installation.

“**Default CoS**” means a type of traffic class that is used to define priority traffic that goes across the Service. Frames are carried across a single BT core network queue. The Customer can mark each Frame with two priority markings. Up to 20 per cent of the Customer’s Frames can be marked with the higher priority as long as the Customer selects this option in its Order.

“**Diverse Resilience**” means a resilience option that provides the Customer with two separate circuits connected to a single PoP on separate NTE. Each circuit can be a different bandwidth and both circuits can be used simultaneously. BT will not provide the Customer with controlled traffic switching in the event of Service failure.

“**Diverse Plus**” means a resilience option that provides the Customer with two separate circuits connected to two separate PoPs on separate NTE. Each circuit can be a different bandwidth and both circuits can be used simultaneously. BT will not provide the Customer with controlled traffic switching in the event of Service failure.

“**Diversity**” means that the fibre paths for each circuit reside in separate cables but the cables may not reside in separate ducts. There is no assurance against duct failure at any point on the two circuits. In the event that both circuits fail, the provisions of section 7 Service Levels shall apply.

“**Domain Name**” means a readable name on an Internet page that is linked to a numeric IP Address.

“**DWDM Technology**” means dense wavelength division multiplexing technology that puts data from different sources together on an optical fiber, with each signal carried at the same time on its own separate light wavelength.

“**EAD Circuits**” means the Ethernet Access Direct circuits that BT may provide to the Customer.

“**Enabling Service**” has the meaning given in Paragraph 5.1.

“**Ethernet**” means a family of computer networking technologies for LANs.

“**Ethernet Connect UK Virtual Connection**” or “**EVC**” means an Ethernet virtual connection which is configured to provide a virtual path over the BT Network between the Customer’s selected Sites. The Customer must have an Etherway Access Type to use an EVC.

“**Etherway**” means the dedicated access service connecting the Customer’s Sites to the BT Network.

“**Etherway Access Type**” means the type of Etherway that the Customer requires to access the Service.

“**Ethernet Connect E-LAN**” means a Service Option that provides the Customer with connectivity between an Etherway and an Ethernet Local Area Network (or an “**E-LAN**”) to give the Customer the ability to connect Sites together and to transmit data between those Sites. BT will provide the Customer with a fully meshed, ‘any to any’ configuration that will connect Network Terminating Equipment at each Site to the Network Terminating Equipment at all of the Customer’s other designated Sites.

“**Ethernet Connect E-Line**” means a Service Option that provides the Customer with end to end connectivity between Network Terminating Equipment at the Sites to give the Customer the ability to connect more than one of the Customer’s Sites together in an Ethernet VPN and to transmit data between those Sites. The Customer can opt for the following transmission types:

- (a) **point to point** – this is where BT will connect Network Terminating Equipment at the Customer’s Site A to the Network Terminating Equipment at the Customer’s Site B; or
- (b) **point to multipoint** - this is where BT will connect Network Terminating Equipment at the Customer’s Site A to the Network Terminating Equipment at the Customer’s Site B and the Network Terminating Equipment at the Customer’s Site A to the Network Terminating Equipment at the Customer’s Site C.

“**Etherway Exchange Connect (In Building Handover)**” means an Etherway Access Type that the Customer can select if its designated Site is within the multi user access area of the BT Exchange and it has given BT details of that Site. This Etherway Access Type contains the following configuration parameters:

- (a) **resilience:** BT will provide the Customer with Standard Access Configuration;
- (b) **port configurations:** the Customer may choose one of the following port configurations options:
  - (i) VLAN Aware; or
  - (ii) Port Based; and
- (c) **bandwidth:** the Service is available in 1 GB and 10GB bandwidths only and is provided with a 1000 baseLX interface.

“**Fibre**” means a fibre Etherway Access Type that contains the following configuration parameters:

- (a) **resilience:** the Customer may choose one of the following resilience options:
  - (i) Standard Access Configuration;
  - (ii) Protected Resilience Configuration;
  - (iii) Diverse Resilience; or
  - (iv) Diverse Plus;
- (b) **port configurations:** the Customer may choose one of the following port configurations options:
  - (i) VLAN Aware; or
  - (ii) Port Based; and
- (c) **bandwidth:** the Customer may select a variety of bandwidths to use with the Service, as set out in the Customer’s Order.

“**Frames**” means units of Ethernet layer data.

“**FTTC**” means fibre to the cabinet.

“**Hull Area**” means an area in and around Hull, England where BT cannot provide the Customer with the Service.

**“Incident”** means an unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.

**“Installation Charges”** means those Charges set out in the Order in relation to installation of the Service, Customer Equipment or BT Equipment as applicable.

**“Integrated Services Digital Network”** or **“ISDN”** means a set of communication standards for simultaneous digital transmission of voice, video, data, and other network services over the traditional circuits of the PSTN.

**“Internet”** means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

**“Internet Protocol”** or **“IP”** means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

**“Internet Registration Authority”** means an internationally recognised organisation that logs the registered owners of Domain Names and manages Domain Name registries for the country or international community that it represents.

**“IP Address”** means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

**“Local Area Network”** or **“LAN”** means the infrastructure that enables the ability to transfer IP services within Sites (including data, voice and video conferencing services).

**“Local Contracted Business Hours”** means the times during which maintenance of any Access Line is provided, which will be Business Hours unless specified otherwise in the Order.

**“Minimum Period of Service”** means, in relation to the Service, the period of 12 consecutive months beginning on the Service Start Date, unless otherwise set out in an Order. The Minimum Period of Service for each of the Service Options is a period of one month, calculated from the Service Start Date.

**“Monthly Charges”** means the monthly Recurring Charges for the Service and the sum of the Usage Charges for the three full previous months divided by three.

**“Multi CoS”** means a type of traffic class that is able to prioritise data across the Service. Frames are carried across three BT Network queues according to their priority markings. The Customer can mark each Frame with one of five priority markings.

**“Network Terminating Equipment”** or **“NTE”** means the BT Equipment used to provide the Service, either at the point of connection between the BT Network and the Access Line, or provided at the Sites for connection to the Network Terminating Unit.

**“Network Terminating Unit”** or **“NTU”** means the socket where the Customer’s wiring, equipment or existing qualifying data service is connected to the Access Line.

**“On Time Delivery Service Level”** has the meaning given in Paragraph 16.1.

**“Point of Presence”** or **“PoP”** means an artificial demarcation point or interface point between communicating entities where the entities build a connection with each other.

**“Port”** means the point where the Etherway Access Type is connected to the BT Network.

**“Port Based”** means the port configuration feature that allows a single EVC to run over the Service.

**“Premium Traffic Class”** means a traffic class that is configured so that the committed data rate (**“CDR”**) is equal to the peak data rate (**“PDR”**), which is equal to the Service bandwidth. All the traffic within the Service has equal priority and the full bandwidth rate can be utilised. Frames will only be discarded if traffic exceeds the bandwidth limit.

**“Protected Resilience Configuration”** means a resilience option that provides the Customer with two paths from its Site to the BT Network. The primary path carries its traffic on a day to day basis and the failover path carries its traffic in the event of failure on the primary path. If the primary path fails, BT will automatically re-route traffic over the failover path without any intervention from the Customer. BT will monitor this resilience option to make sure that the paths remain diverse. Both of the primary and failover paths will be the same speed and will terminate on the same node but the Customer will not use the failover path at any time other than during a failure of the primary path.

**“PSTN”** or **“Public Switched Telephone Network”** means the concentration of the world’s public circuit switched telephone networks.

**“Recurring Charges”** means the Charges for the Service or applicable part of the Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in the Order.

**“Renewal Period”** means for each Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

**“Service”** has the meaning given in Paragraph 1.

**“Service Desk”** has the meaning given in Paragraph 7.1.1.

**“Service Management Boundary”** has the meaning given in Paragraph 4.1.

**“Shared Access”** means an Etherway Access Type that allows the Customer to share some or all of its bandwidth with its customers and its affiliates, as long as its affiliates are already existing customers of BT. The Customer will find the terms for this Etherway Access Type in the Shared Access Annex to this Schedule.

**“Site”** means a location at which the Service is provided.

**“Standard Traffic Class”** means a type of traffic class that is configured so that the CDR is set at 20 per cent of the PDR, and PDR is equal to the Service bandwidth. Traffic exceeding the CDR rate will be allowed into the BT Network up to a maximum value of PDR but the extent of this access will be dependent upon availability of space.

**“Standard Access Configuration”** means a resilience option that provides the Customer with a single physical path from its Site to the BT Network. This resilience option provides the Customer with no automatic resilience against failure.

**“Superfast”** means the superfast Etherway Access Type that is delivered over either a fibre connection to the Customer’s premises or over a PSTN line connection from the nearest equipped cabinet served by fibre from the exchange. This Etherway Access Type contains the following configuration parameters:

- (d) **resilience:** BT will provide the Customer with Standard Access Configuration;
- (e) **port configurations:** the Customer may choose one of the following port configurations options:
  - (i) VLAN Aware; or
  - (ii) Port Based; and
- (f) **bandwidth:** the Customer may select a variety of bandwidths to use with the Service, as set out in its Order.

**“Termination Charges”** means those Charges incurred in accordance with Paragraph 11.

**“Ticket”** has the meaning given in Paragraph 9.2.

**“Uniform Resource Locator”** or **“URL”** means a character string that points to a resource on an intranet or the Internet.

**“Usage Charges”** means the Charges for the Service or applicable part of the Service that are calculated by multiplying the volume of units that the Customer used or incurred in a period (e.g. number of agents using the Service, or the number of minutes the Service was used for) with the relevant fee that is specified in the Order.

**“WEEE”** has the meaning given in Paragraph 15.1.

**“WEEE Regulations”** has the meaning given in Paragraph 15.1.



“**VLAN Aware**” means the port configuration feature that allows multiple EVCs to run over the Service.

“**VPN**” or “**Virtual Private Network**” means a network that appears private to the Customer’s Users while being provided over network infrastructure that is shared with BT’s other customers. Unless otherwise agreed in writing, the Customer’s communications over its VPN are restricted to those Sites belonging to its VPN.

“**WAN**” means wide area network, that is the infrastructure that enables the transmission of data between Sites.