1. DEFINITIONS

The following definitions apply, in addition to those in the General Terms and Conditions and the General Service Schedule.

"Autonomous System" means a connected group of one or more IP prefixes run by one or more network operators which have a single and clearly defined routing policy.

"Autonomous System Number" or **"ASN"** means a globally unique number assigned by a Regional Internet Registry. There are two (2) types of ASNs: Public ASNs and Private ASNs. A Public ASN is used when an Autonomous System is exchanging routing information with other Autonomous Systems on the public Internet. That is, all routes originating from an Autonomous System are visible on the Internet. A Private ASN is used if an Autonomous System communicates via BGP with a single provider. As the routing policy between the Autonomous System and the provider will not be visible in the Internet, a Private ASN can be used for this purpose.

"Border Gateway Protocol" or "BGP" means a gateway protocol which routers use to exchange appropriate levels of routing information.

"Customer Domain Incident" means an incident that is not an Excluded Incident that is caused or contributed to by an act or omission outside the Service Management Boundary and includes, but is not limited to, incidents where the reason for outage is a failure caused by:

(a) inadequate power supply, whether reported by the Customer or proactively identified by BT;

(b) the Customer's equipment or equipment not managed by BT under the Agreement;

(c) a supplier to the Customer (other than BT); or

(d) the Customer attempting to use the Service for a purpose beyond the solution design or outside the scope of the Agreement.

"Domain Name" means a name registered with an Internet registration authority for use as part of the Customer's URL.

"Domain Name Service" or "DNS" means a directory system which translates numeric IP addresses into Domain Names to identify users on the Internet.

"EFM Etherway" means the method of access which may be available to the Customer as described in clause 3.2(b) herein.

"Excluded Incident" means an incident where the reason for outage is a failure caused by:

(a) a Customer power failure that is caused

(i) by an event of force majeure as set out in Clause 14 of the General Terms and Conditions (but does not include persistent power failures);

(ii) by planned maintenance by the Customer where such maintenance was notified in advance to BT in accordance with the Agreement;

(b) an incident that is caused by an initial commissioning or delivery issue before the Operational Service Date; or

(c) a subcontractor of BT.

"Fibre Etherway" means the method of access which may be available to the Customer as described in clause 3.2(a) herein.

"Indicative Delivery Date" means an estimated delivery date provided to the Customer by BT after the Customer has signed the Order.

"Internet" means the global data network comprising interconnected networks (using the TCP/IP protocol suite).

"IP" means internet protocol, a network layer protocol offering a connection-less Internet network service.

"Internet Service Provider" or "ISP" means an organisation that provides services for accessing or using the internet.

"LAN" means Local Area Network comprising the Customer's internal data network.

"PoP" means Point of Presence, which is a location where the Access Line is connected to a core Network.

"Provider Independent Resource" or "PIR" means Internet resources (public IP addresses and Public AS numbers) that have been given by an RIR to a customer and or an ISP to use.

"Private ASN" see Autonomous System Number.

"Public ASN" see Autonomous System Number.

"Regional Internet Registry" or "RIR" means the five organisations that manage the allocation and registration of Internet resources (public IP addresses and Public AS numbers) around the world. These organisations are as follows; African Network Information Centre (AfriNIC), American Registry for Internet

Numbers (ARIN), Asia-Pacific Network Information Centre (APNIC), Latin America and Caribbean Network Information Centre (LACNIC), Réseaux IP Européens Network Coordination Centre (RIPE).
"Severity 1 Incident" means an incident that has a severe impact on the Service which cannot be circumvented.
"URL" means Uniform Resource Locator, which is the address used to locate a resource on the Internet.

2. SERVICE SUMMARY

BT Internet Connect Ireland provides robust, reliable, high performance, managed Internet access. It is designed specifically for enterprises, multinational corporations and content providers to connect Sites to the Internet, from branch offices to data centres, and to facilitate applications such as e-mail, access to the public Internet and Intranet/Extranet deployment. BT will provide the standard service components, as described in Section 3 below (with the exception of section 3.3) and as may be further specified in the Order, together with the additional optional service features as described in Section 3.3 where selected by the Customer and set out in the Order (the "Service").

3. SERVICE COMPONENTS

3.1 Access Line

BT or its agent will arrange for the Site(s) to be connected to an Internet Point of Presence ("PoP") using the type of Access Line set out in the Order. The Access Line option available at a Site is: Ethernet Access Line.

3.2 Ethernet Access

There are two methods of access which may be available to the Customer as described herein.
The Access method selected by the Customer shall be as set out in the Order.
The two methods are:
(a) Fibre Etherway

(i) Fibre Etherway Access Line Charges will be notified to the Customer by BT, however such charges are subject to a final engineering survey (which may be carried out subsequent to signature of this Order) and may not include any additional civil works which may arise. Additional Charges may apply in respect of the costs associated with (a) installing any new duct, and/or; (b) clearing the existing duct, and/or; (c) new poling, duct and/or fibre build work, and/or; (d) any civil works which may be necessary to establish a connection between the nearest BT Point of Presence and the Customer's premises. Customer site establishment costs may be separately quoted as required.

(ii) BT will endeavour to notify the Customer of any additional Fibre Etherway Access Line Charges (incurred in accordance with this section) within 18 days after placement of order. The Customer may cancel the Order before the Operational Service Date, however will be liable for payment of termination Charges calculated in accordance with Section 6 of the General Services Schedule (which will be notified by BT to the Customer).

(b) EFM Etherway

EFM Etherway orders are subject to survey, which is a check to determine if BT's supplier can deliver the copper-based access. If the initial enquiry shows that the Service is available but later it is found from the survey that it cannot be delivered, BT will inform the Customer of alternative access options and prices. The Customer may order an alternative or cancel the Order for that Site provided that BT may in that event charge Customer for all reasonable costs incurred by BT. BT cannot guarantee the specific speeds of access until final delivery of the connection upon completion of the network synchronisation.

3.3 Ethernet Access Line Resilience

3.3.1 If the Customer selects one of the following Access Line resilience options as part of the Service, BT will endeavour to provide a second Access Line to improve the Availability of Internet connectivity at a Site(s). Not all options are available in all locations.

Access Option	Configuration
Standard	Single Ethernet access, single PoP.
Diverse	BT will connect the two (2) Ethernet Access Lines to the same PoP.
Diverse+	BT will connect the two (2) Access Lines to two (2) separate PoPs.

3.3.2 If the Customer selects Access Line resilience as a Service option, then depending on the Customer's preferences and the configuration, routing protocol and speeds of its network, BT can configure the second Access Line for failover – with this option BT provides a second Access Line as a backup to the primary Access Line. The primary and secondary Access Lines are connected to two (2) different access Routers which are configured so that if the primary Access Line fails traffic will route via the secondary Access Line; responsibility for configuring failover for customer premises equipment rests with the customer

3.4 IP Address Allocation and Management

3.4.1 BT will manage the IP addresses that are used with the Service. The Customer will specify in the Order whether it will use its existing IP addresses with the Service, or whether it requires IP addresses to be allocated by BT.

3.4.2 If BT allocates IP addresses to be used with the Service, the Customer will return those IP addresses to BT when the Service is cancelled or ceased.

3.4.3 If the Customer elects to use its existing IP addresses with the Service, the Customer will ensure that its existing IP addresses are not allocated to any other entity by any Regional Internet Registry.

3.5 Static or Dynamic Routing

3.5.1 The Customer will specify in the Order whether communication between the Customer's network into the Internet will be static or dynamic (using BGP routing).

3.5.2 If the Customer specifies dynamic BGP routing with the Service, the Service will require an ASN to be used with it. The Customer will specify whether it will use its existing Public ASN or Private ASN, or whether it wishes BT to assign a Private ASN.

3.5.3 If BT allocates a Private ASN to be used with the Service, the Customer will return this ASN to BT when the Service is cancelled or ceased.

3.6 Domain Name System ("DNS") Service

3.6.1 BT will provide a caching DNS server to hold a number of frequently used DNS entries, to enable faster resolving of IP addresses and to relieve the DNS servers of some of their work.

3.6.2 BT will configure its servers to enable reverse DNS resolution for Customers whose IP addresses are allocated by BT as part of the Service. Reverse DNS lookup is the process of finding a host name (e.g. www.bt.com) corresponding to an IP address on the public Internet using a Domain Name System.

3.7 Port

BT or its agent will arrange for the Access Line(s) to be connected the Internet PoP using the type of port specified in the Order. The port speeds that are available at an Internet PoP may vary.

3.8 Fault Detection

3.8.1 If BT detects or the Customer reports a fault, BT will do the following:

(a) Network faults. BT will respond to reported faults incident without undue delay.

(b) Access faults. BT will work with the relevant supplier to restore service as soon as practicable during Local Contracted Business Hours.

(c) BT Equipment faults. If possible BT will fix the problem remotely. If necessary, BT or its supplier will visit the Site as soon as reasonably practicable during Contracted Maintenance Hours.

3.8.2 BT is not responsible for rectifying any faults:-

- in any Customer, host or LAN application;
- in any cable, connector or interface between the BT Equipment and any Customer Equipment;
- in any equipment or device that is not provided by BT; or
- beyond the Service Management Boundary.

3.9 BT Equipment (Network Terminating Equipment ("NTE"))

3.9.1 This service is a 'wires only' service. The service management boundary (SMB) being the interface on the BT NTE.

3.9.2 BT will deliver and install the NTE at the Site.

3.9.3 Conduct acceptance testing of the NTE to confirm Access Line is operational.

4. SERVICE DELIVERY

4.1 The Customer may request a delivery date for any Site on the Order. After the Customer has signed the Order, BT will provide an Indicative Delivery Date and (where applicable) BT will then conduct a Site survey. If the Site survey reveals issues which affect the Order (including Charges and conditions), BT may provide a new quotation. If the Customer accepts the new quotation, then the existing Order will be cancelled, and a new Order will be generated on the basis of the new quotation. If the Customer does not accept the new quotation, then the existing Order will be cancelled, BT will not provide Service and the Customer agrees that BT shall not be liable in these circumstances.

4.2 BT will confirm delivery of the Access Line, configure the Service and conduct acceptance testing of the NTE to confirm Access Line is operational. The Operational Service Date occurs on successful completion of BT's tests.

4.3 Note: BT provides a pair of DNS resolvers for the Customer to resolve DNS records. The Service is considered delivered even if only one of the resolvers notified to the Customer is operational.

4.4 BT can assist with traffic migration after the Operational Service Date subject to an additional charge.

5. BT SERVICE MANAGEMENT BOUNDARY ("SMB")

The SMB of the Service is the LAN interface on the NTE. This includes provision, maintenance and management of all elements up to the SMB. The cable which connects to the Customer's equipment is the responsibility of the Customer.

6. THE CUSTOMER'S RESPONSIBILITIES

6.1 If the Customer has a connection to another Internet supplier's network, the Customer will use BGP with a unique autonomous system number for the Customer's network.

6.2 If the Customer is an ISP, the Customer will:

a) include in its contracts with its customers and/or Users, conditions of use equivalent to those in Section 4 (Acceptable Use Policy) of the General Service Schedule.

b) if BT is providing IP addresses, ensure that its customers and/or Users have only a single IP address within the Customer's network; and

c) provide a support function for customers and/or Users connected to its network who shall use such support function to report all faults, queries and complaints. BT will not provide support directly to any of the Customer's customers and/or Users.

6.3 If the Customer provides its own IP addresses, it will ensure that;

a) its existing (Provider Independent Resources) IP addresses are registered with an approved
b) Internet registration authority;
c) these are at least a '/24' address block (minimum of 256 addresses);
d) when requested by BT, or if any changes are made by the Customer to the IP address(es), the Customer will provide BT with up-to-date records relating to the IP addresses for publication on the Regional Internet Registry;
e) it is familiar with, and complies with the Regional Internet Registry policies that apply to the provision of such IP addresses. Violation of these policies is a material breach of the Agreement and the PIR will return by default to the relevant Regional Internet Registry.

6.4 The Customer will ensure that any BT Equipment or Customer Equipment connected to the Ethernet Access Line is permanently powered and enabled.

7. CHARGES AND PAYMENT TERMS

The Charges for the Service will comprise some or all of the following components, depending on the option selected on the Order:

Item	Charge type	Notes
Access Line Install / De-install	One-time	Charges vary by Access Line option, speed and location.
Access Line rental	Quarterly in advance	Charges vary by Access Line option, speed and location.
Port	Quarterly in advance	Charges vary by speed and location.

7.1 Miscellaneous Charges

7.1.1 Customer Domain Incident

BT will charge the Customer for investigating an incident where BT's diagnostics indicate that the reason for the incident is a Customer Domain Incident. BT will charge the Customer for the components set out in the below.

Charge Components:

1. Standard Helpdesk Support per incident;
2. Field Engineering (BT Engineers) site visits.

7.1.2 Expedite Charges

BT will charge the Customer for any associated costs incurred to meet a request by the Customer for early installation and/or faster fault resolution compared to quoted delivery dates. Any expedited Service and related expedited Service charge shall be agreed with the Customer and set out in an Order.

7.1.3 Re-configuration Charges

All reconfiguration changes after the Operational Service Date (OSD) must be agreed and documented in a new Order.

7.1.4 Additional Charges

If the Customer fails to carry out any of the Customer responsibilities set out in Section 6 (above) or as set out in the General Terms and Conditions and/or the General Service Schedule, in addition to any other rights or remedies BT has, BT reserves the right to charge the Customer any additional costs that BT incurs as a result of such failure.