



## General Services Schedule

(Doc 2.1 July 2013)

### 1. Definitions

The following definitions apply where appropriate in addition to those in the General Terms and Conditions of the PSA.

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

**"Availability"** means the period of time when the Service is working.

**"Capping Level"** means the maximum Service Credit that can apply in any Month and is 100% of the monthly Site Charges for the Service for any affected Site.

**"Contracted Maintenance Hours"** means the times when BT shall provide maintenance for BT Equipment. These shall be Business Hours unless stated otherwise.

**"Downtime"** means the period of time during which a Qualifying Incident(s) exists.

**"Gateway"** means an interface that allows the transfer and/or conversion of data between services.

**"Jitter"** is an indicator of the variation in the time between packets arriving at a Site.

**"Local Contracted Business Hours"** means the times when maintenance of any Access Line is provided. These shall be Business Hours unless stated otherwise.

**"Managed Router"** means a Router managed by BT provided at a Site as part of the Service.

**"Minimum Period of Service"** means a period of twelve (12) Months beginning on the Operational Service Date unless otherwise agreed in writing between the Parties on the Order (in which case the Minimum Term on the Order shall apply).

**"BT Network"** means the telecommunications network owned or leased by BT used to provide the Service.

**"Packet Delivery"** is a measure of data successfully conveyed via the BT Network.

**"Planned Maintenance"** is any work that is planned in advance to be carried out by BT or on its behalf which causes the Service to be suspended.

**"Post Dial Delay" ("PDD")** is the time from when the node to which the Site is connected receives the last digit of a valid number to when ringing tones are returned to the Customer Equipment at that Site.

**"Qualifying Incident"** means an incident resulting in a total loss of Service (both primary and any resilience/back-up) to a Site or Circuit, as appropriate, or in the case of any Voice Services with multiple Access Lines a loss of service on one or more of such Access Lines.

**"Round Trip Delay" ("RTD")** is an indicator of Network delay performance.

**"Router"** means equipment which determines the Network priority and, if applicable, the route to be used by the Service.

**"Service Availability Area"** means the DSL coverage area in a country as may be amended by the DSL supplier from time to time.

**"Service Level"** means an agreed level of service for Delivery, Availability and/or Network Performance as may be applicable to a Service and as set out in this Schedule.

**“Service Management Boundary”** (“SMB”) means the demarcation point up to which BT will manage the Service.

**“SLA Year”** means the 8760 hours which starts on the Operational Service Date of each Site or Circuit, as appropriate, and ends 365 days later; thereafter the SLA Year will be the most recent twelve Months in which Service is provided.

## **2. Provision of Service**

2.1. In consideration of the payment of the Charges by the Customer BT will provide the Service(s) as described in the Service Annex(es) to this Schedule for the Minimum Period of Service and thereafter for additional one (1) year terms (each an **“Additional Period”**) unless and until provision of the Service is terminated by either Party in accordance with the PSA.

2.2. Unless otherwise agreed in writing between the Parties, provision of the Service during an Additional Period shall be subject to the provisions of the PSA current at the commencement of an Additional Period save that the Charges shall be amended to reflect BT’s then prevailing rates.

2.3. BT will provide a range of information about the Service provided and managed by BT, which, depending on the Service, may be a handbook or access to a website.

2.4. If BT detects or the Customer reports an Incident, BT will do the following:

Network Incidents. BT will respond to reported incidents without undue delay.

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

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

BT is not responsible for rectifying any incidents:-

- 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.

2.5. BT has the exclusive right to manage the configuration of BT Equipment.

2.6. In addition to maintenance performed during BT’s regularly scheduled maintenance windows, BT may carry out Planned Maintenance from time to time. BT aims to inform the Customer at least

- 7 days before scheduled hardware or software maintenance on the BT Network and/or BT Equipment
- without undue delay for scheduled Access Line supplier maintenance

2.7. BT will provide the contact details (either e-mail, telephone or fax, as appropriate) of designated contact points, collectively “Service Centre”, which will be the Customer’s contact points for placing orders, reporting incidents (faults) and making inquiries relating to the Service. The Customer will be able to use the numbers to contact BT to report incidents 24 hours a day, 365 days a year and to order services or make enquiries during Business Hours, or as specified on the Order.

## **3. The Customer’s Responsibilities**

3.1. The Customer will provide BT with all reasonable assistance for BT to perform Service delivery and acknowledges that certain minimum technical requirements may be necessary. BT will inform the Customer in advance of these requirements.

- 3.2. Some Services require or enable the Customer to provide a PSTN, ISDN or broadband line(s). The Customer will pay all Charges related to provision and use of and report any incidents in such lines directly to the supplier. The lines may only be used in connection with the Service.
- 3.3. The Customer will give BT the name(s) and contact details of the individual(s) who are authorised to act on behalf of the Customer for service management matters ("Customer Contact"). The Customer Contact will:
  - be available at all times and provide assistance and information during Service delivery
  - be available after Service delivery in accordance with the Service maintenance option as selected by the Customer.
  - take incident reports from Users, who may not contact BT directly
  - report incidents to the Service Centre using the reporting procedures notified by BT and be available for all subsequent incident management communications
  - inform BT of changes to any information supplied when ordering the Service including changes to the Customer Contact details
- 3.4. The Customer will provide and maintain its own LAN and/or WAN and ensure that the LAN protocols and applications it uses will operate satisfactorily over WAN connections using the Service.
- 3.5. The Customer will provide, at its own cost, any necessary internal cabling between the BT Equipment and any Customer Equipment (including PBX).
- 3.6. Except for IP addresses expressly registered in the Customer's name, all IP addresses, BT based domain names and telephone numbers made available with the Service shall at all times remain the property of BT or its suppliers and shall be non-transferable. All the Customer's rights to use such IP addresses, domain names or telephone numbers will cease on termination or expiration of the Service.
- 3.7. If Third party software is required in order to operate the Services, the Customer is responsible for ensuring that it has the appropriate number and type of software licences and that any applications (other than ones provided by BT as part of the Service) are compatible with the Service.
- 3.8. The Customer will ensure that it has appropriate security policies, including data archiving, in place.
- 3.9. BT cannot ensure that any requested Domain Name will be available from or approved for use by the Internet authorities and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.
- 3.10. The Customer warrants that it is the owner of, or is authorized by the owner of the trade mark or name that it wishes to use as a Domain Name.
- 3.11. 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 paid by BT to any Internet registration authority, and thereafter be responsible for paying such fees directly to the relevant Internet authorities.
- 3.12. The Customer is responsible for the distribution, ongoing management, maintenance, security and proper use of all valid usernames, userIDs and passwords used in connection with the Service and shall
  - inform BT immediately if a user ID or password has, or is likely to, become known to an unauthorized person, or is being or may be used in an unauthorised way;
  - take all reasonable steps to prevent unauthorised access to the Service; and
  - satisfy BT's security checks if a password is lost or forgotten.
- 3.13. BT reserves the right to
  - suspend user ID and password access to the Service if BT considers that there is, or is likely to be, a breach of security; and
  - require the Customer to change any or all of the Customer's passwords.

- 3.14. The Customer acknowledges that any voice Service provided by BT may not be capable of either calling emergency services and/or correctly identifying a caller's location to the emergency service. The Customer agrees that it is responsible for ensuring that it puts appropriate measures in place to enable Users to call emergency services.

#### **4. BT's Acceptable Use Policy**

The Customer is responsible for its Content and that of any of its Users (including any Content hosted by the Customer or any User on behalf of third parties). The Customer acknowledges that it has read and agrees to be bound by and to ensure that any Users will comply with this BT Acceptable Use Policy ("AUP") and the acceptable use policies of any connected networks and generally accepted Internet standards.

- 4.1. The Service must not be used:

- (a) fraudulently or in connection with a criminal offense under the laws of any country where the Service is provided;
- (b) to send, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;
- (c) in contravention of any instructions that BT has given under the PSA;
- (d) to cause annoyance, inconvenience or needless anxiety;
- (e) to send or provide or receive unsolicited advertising or promotional material;

- 4.2. The Customer must not use a Domain Name which infringes the rights of any person in a corresponding trade mark or name.

- 4.3. If the Customer or anyone else, (with or without the Customer's knowledge or approval) uses the Service in contravention of the AUP; or uses the Service in any way which, is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from BT, then BT can treat the contravention as a material breach and as such BT may either suspend the Service or terminate the Service pursuant to the General Terms and Conditions of the PSA. If Service is suspended it will not be restored until the Customer provides an acceptable assurance that there will be no further contravention.

#### **5. Charges and Payment Terms**

- 5.1. The Customer will pay the Charges for the Service in accordance with the PSA.

- 5.2. Unless otherwise agreed:

- (a) any one-time installation Charges will be invoiced on the Operational Service Date(s);
- (b) any recurring Charges, except Usage Charges, will be invoiced monthly in advance;
- (c) any Usage Charges will be invoiced monthly in arrears, calculated at the then current rates, unless otherwise agreed in writing; and
- (d) any one-time De-installation Charges, which will be equal to the then current rates for Installation Charges, will be invoiced within 2 Months of de-installation.

- 5.3. For the purpose of calculating a Charge payable for any period:

- (a) each period will begin on the first day of the relevant Month; and
- (b) for any period where Service is provided for less than one Month, the Recurring Charges will be pro rata on a daily basis.

- 5.4. BT reserves the right to charge the Customer for

- (a) investigating Customer reported incidents where BT finds no incident or that the incident is outside the Service Management Boundary;

- (b) Service Delivery outside Business Hours; and/or
- (c) restoring Service if the Service has been suspended

## **6. Termination Charges**

- 6.1. In addition to the provisions of the General Terms and Conditions, if the Customer terminates Service to one or more Sites before the Minimum Period of Service or an Additional Period has expired, or if BT terminates Service for breach then, in addition to all outstanding charges for Service rendered, the Customer will pay the following:
- (a) an amount equal to the Recurring Charges per Site for any remaining Months of the first 12 Months of the Minimum Period of Service or Additional Period;
  - (b) an amount equal to 20% of the Recurring Charges per Site for all other remaining Months of the Minimum Period of Service;
  - (c) any waived Installation Charges per Site where Service is terminated within the first twelve (12) Months of the Minimum Period of Service;
  - (d) any additional charges which BT has to pay a supplier as a result of early termination of the Service;
  - (e) any remaining charges outstanding with regard to BT Equipment; and
  - (f) De-installation Charges

## **7. Service Levels**

In this section "Site" shall mean an individual Site or Circuit as appropriate.

BT will use its reasonable endeavours to achieve the Delivery, Availability, Restoration Time and Network Performance Service Levels applicable to the Service. If BT fails to achieve this, then the Customer may claim Service Credits in accordance with this Schedule. These Service Levels apply to each Site and each element of Service within the SMB unless otherwise stated in this Schedule or in the Order.

Service Credits will be based on Site Charges, that is, the monthly charges for the Service at a Site as set out in the Order. For Services with Usage Charges, the Site Charges used to calculate Service Credits, shall be the sum of the Usage Charges for the last three (3) Months divided by three (3).

### **7.1. Delivery**

Delivery, that is, the delivery and installation of Service at a Site occurs on the Operational Service Date. BT will deliver the Service in accordance with the relevant annex to this Schedule.

- 7.1.1. The Customer may request a delivery date on the Order for each Site, the "Customer Requested Date" ("CRD"). BT will respond with a Customer Commit Date ("CCD"), which is the date on which BT agrees to deliver the Service.
- 7.1.2. If Delivery of the Service occurs after the CCD the Customer may claim a Service Credit of 4% of the Site Charges for each Business Day's delay, up to a maximum of one Month's Site Charges.
- 7.1.3. The Customer agrees that BT may expedite Delivery either for operational reasons or in response to a Customer request. This will not affect the original CCD and no Service Level will apply to any expedited date. In such circumstances, the Customer agrees that the expedited Delivery date shall be the Operational Service Date.
- 7.1.4. If the Customer requests a change to the Service or any part of the Service including, without limitation, any equipment or any IP address location, BT reserves the right to change the CCD and the Service Level for the original CCD will no longer apply.

### **7.2. Availability**

- 7.2.1. BT will assign an availability category ("SLA Category") determined by the Service, configuration and Site location. This will be stated on the Order. (Note, for Circuits the SLA Category is the one for the Site in the lowest SLA Category location.) Each SLA Category has an associated Annual Performance Target (APT), which is used to calculate the APT Downtime.

BT will count Downtime for each properly reported Qualifying Incident and will keep a record of cumulative Downtime by Site, in units of full minutes, for each Month and the SLA Year.

If cumulative Downtime in a Month exceeds the Service Credit Start Point (SCSP), the Customer may claim a Standard Service Credit(s) as shown in the table below, for each affected Site up to a maximum of one Month's Site Charges, the "Capping Level".

If the cumulative Downtime in any SLA Year (or portion of a SLA Year for Sites installed for less than a SLA Year) exceeds the APT Downtime BT will apply the Elevated Service Credit(s) shown in the table below for all valid claims until the cumulative Downtime in the SLA Year falls below the APT Downtime. During this time the SCSP will be immediate for all SLA Categories.

Unless otherwise stated Service Credits apply to each started hour of Downtime above the SCSP.

| SLA Category | Annual Performance Target (APT) | APT Downtime | SCSP for Standard Service Credits | Standard Service Credits  | Elevated Service Credits                                   |
|--------------|---------------------------------|--------------|-----------------------------------|---|--|
| Cat A+       | =>99.99%                        | 1 hour       | immediate                         | 4% of Site Charges for each started 15 minutes of Downtime above the SCSP | 8% of Site Charges for each started 15 minutes of Downtime |
| Cat A        | =>99.95%                        | 4 hours      | immediate                         | 4% of Site Charges  | 8% of Site Charges   |
| Cat B        | =>99.90%                        | 8 hours      | 1 hour                            | 4% of Site Charges  | 8% of Site Charges   |
| Cat C        | =>99.85%                        | 13 hours     | 3 hours                           | 4% of Site Charges  | 4% of Site Charges   |
| Cat D        | =>99.80%                        | 17 hours     | 5 hours                           | 4% of Site Charges  | 4% of Site Charges   |
| Cat E        | =>99.70%                        | 26 hours     | 7 hours                           | 4% of Site Charges  | 4% of Site Charges   |
| Cat F        | =>99.50%                        | 43 hours     | 9 hours                           | 4% of Site Charges  | 4% of Site Charges   |
| Cat G        | =>99.00%                        | 87 hours     | 11 hours                          | 4% of Site Charges  | 4% of Site Charges   |
| Cat H        | =>98.00%                        | 175 hours    | 13 hours                          | 4% of Site Charges  | 4% of Site Charges   |
| Cat I        | =>97.00%                        | 262 hours    | 15 hours                          | 4% of Site Charges  | 4% of Site Charges   |

7.2.2. Downtime is measured from when a Qualifying Incident is reported to BT's Service Centre and ends when BT clears the incident. The Customer will be given an incident report reference number ("trouble ticket" number) for each properly reported incident.

BT will inform the Customer when the incident is cleared, and will close the trouble ticket when either the Customer confirms within 20 minutes that the incident is cleared, or BT has attempted and failed to contact the Customer and the Customer does not respond within 20 minutes.

If the Customer confirms that the incident is not cleared within 20 minutes of being informed, the trouble ticket will remain open, and Downtime adjusted.

7.2.3. Downtime will only be measured during the Local Contracted Business Hours (for Access Incidents) or the Contracted Maintenance Hours (for BT Equipment Incidents) specified on the Order.

7.2.4. The following are not Qualifying Incidents, and Downtime will not be measured;

- (a) if the Customer asks BT to test the Service although no incident has been detected and/or reported;
- (b) if the Service has been modified or altered in any way by the Customer or at the Customer's request;
- (c) during Planned Maintenance;
- (d) for incidents due to any Customer performed network configurations not approved by BT;
- (e) for changes or alterations made other than by BT to the Service or to BT Equipment, connections, routing plan, applications or test equipment, or the mapping of applications; or
- (f) if an incident is reported and BT cannot confirm that an incident exists after performing tests.

### 7.3. General Exclusions

7.3.1. Service Credits are limited to the Capping Level and are the Customer's sole right and remedy if BT does not meet the Service Levels.

7.3.2. Only BT's measurements shall be used to calculate Service Credits.

7.3.3. The Service Levels do not apply

- (a) if the Customer does not provide access, delays providing access or denies permission for BT or its agents and suppliers to repair the Service;
- (b) during any trial period of the Service, or for Service or any part of the Service which has a Minimum Period of Service less than 12 Months;
- (c) to failures due to matters beyond BT's reasonable control as detailed in the General Terms and Conditions;
- (d) to any Qualifying Incident not reported in accordance with BT's incident reporting procedures; or
- (e) if the Customer has not complied with the PSA.

### 7.4. Payment of Service Credits

7.4.1. To qualify for Service Credit(s), and before any Service Credit(s) can be applied, the Customer must make a claim, providing details of the reason for the claim, within 25 days of the end of the Month in which poor performance occurred.

7.4.2. Service Credits will normally be made by deduction from the Customer's invoice within two billing cycles of a claim being received.

7.4.3. Failure to meet the Service Levels is not a material breach of the PSA.