



BT Ethernet Connect Global Schedule to the General Terms

Contents

A note on 'you'	2
Words defined in the General Terms	2
1 Service Summary	2
2 Standard Service Components	2
3 Service Options	3
4 Service Management Boundary	3
5 Associated Services and Third Parties	3
6 Equipment	3
7 Specific Terms and Conditions	4
8 Our Obligations	5
9 Your Obligations	5
10 Notification of Incidents	7
11 Invoicing	8
12 Charges at the End of the Contract	9
13 Service Amendment	9
14 On Time Delivery	11
15 Service Availability	11
16 Network Performance	11
17 Requests for Service Credits	13
18 Defined Terms	14

A NOTE ON 'YOU'

'You' and 'your' mean the Customer and your Users, where applicable.

Phrases that refer to 'either of us', 'either one of us' or 'both of us' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.

WORDS DEFINED IN THE GENERAL TERMS

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

Part A – The Service

1 SERVICE SUMMARY

BT will provide you with a private, global Ethernet-based VPN service by interconnecting your Sites to the BT Network over Ethernet Access Lines that will allow you to establish dedicated or a ny-to-any communication between your Sites and to prioritise the associated data traffic, comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 4, (the "Service").

2 STANDARD SERVICE COMPONENTS

BT will provide you with all of the following standard service components ("Standard Service Components") in accordance with the details as set out in any applicable Order:

2.1 Ethernet Access

BT will connect your Sites to the BT Network using one of the following Ethernet Access options:

- 2.1.1 Standard;
- 2.1.2 Standard Protected;
- 2.1.3 Diverse; or
- 2.1.4 Diverse+.

BT will provide you with an Ethernet Access speed of either 10Mbps, 100Mbps, 1Gbps, 10Gps or a sub-rate speed if available, as set out in the applicable Order. Not all speeds are available in all locations and BT will let you know if a speed is unavailable at the time you place your Order.

2.2 Service Interface

BT will provide you with one of the following types of Service Interface port configurations at each Site:

- 2.2.1 VLAN-Based; or
- 2.2.2 Port-Based.

2.3 Service Configuration

BT will provide you with one of the following service configuration options:

- 2.3.1 Ethernet Connect E-Line; or
- 2.3.2 Ethernet Connect E-LAN;
- 2.3.3 You acknowledge that the Ethernet Bandwidth frame sizes for both Ethernet Connect E-Line and Ethernet Connect E-Lan may vary and that this may affect the amount of physical traffic that can be carried through an EVC at any one time. You will make sure that the traffic that is sent to BT is appropriately configured so that the amount of traffic that is sent through an EVC is the same as or smaller than the Ethernet Bandwidth frame size.
- 2.3.4 The Ethernet Bandwidth frame size that you have will depend on the configurations that you select, the network domain(s) of the Service and any access supplier limitations.

2.4 Reports

- 2.4.1 **Standard performance reports:** you may request standard performance reports from BT, that are included in the Charges and are set up on your request. These reports include performance information on frames

received, frames transmitted, bytes transmitted, bytes received and frame drops. The report is provided against the EVC ID's.

- 2.4.2 **Site-to-Site performance reports:** if you have selected the Ethernet Connect E-Line Standard Service Component, you may request Site-to-Site reports for each of your EVCs for an additional Charge as set out in an applicable Order. These reports include performance information on frames transmitted, frames received, frames lost, positive jitter, negative jitter and round trip delay. The report is provided against the EVC ID's.

2.5 Equipment

BT will install a NTE in addition to the ATD at your Sites as set out in an applicable Order to be exclusively used by BT to deliver the Service.

3 SERVICE OPTIONS

BT will provide you with any of the following service options as set out in any applicable Order ("**Service Options**") and in accordance with the details set out in that Order:

3.1 Classes of Service

3.1.1 If you select this Service Option, BT will provide you with one or more of the following Classes of Service to prioritise your traffic over your EVC across the Service. Once you have marked your traffic using the Ethernet priority bit as defined by IEEE standard 802.1p before sending the traffic into the BT Network, BT will make sure that the BT Network puts the traffic into the CoS that you selected in the applicable Order:

- (a) High Class;
- (b) Medium Class (In-Contract);
- (c) Medium Class (Out-of-Contract);
- (d) Low Class (In-Contract); and
- (e) Low Class (Out-of-Contract).

3.1.2 BT will mark any traffic that you do not identify as part of a CoS as Low Class (Out-of-Contract).

3.1.3 Service Options may not be available in all countries and BT will let you know if a Service Option is unavailable at the time you place your Order.

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 any applicable Order up to your side of the NTE, including the provisioning, maintenance and management of all elements up to your side of the NTE ("**Service Management Boundary**").

4.2 BT will have no responsibility for the Service outside the Service Management Boundary.

4.3 BT will not be liable for any Service impairment caused by the physical extension, except for where BT agrees to take responsibility for ordering and managing the extension of the connectivity of the Ethernet Access from the third party room to the Customer Equipment location at the Site where the NTE will be installed.

4.4 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 you are required by Applicable Law to purchase the Service from a third party supplier, BT may, if you agree to it, manage the Service as your agent.

6 EQUIPMENT

6.1 Use of BT Equipment

In relation to BT Equipment, you will:

- 6.1.1 keep the BT Equipment safe and without risk to health;
- 6.1.2 only use the BT Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
- 6.1.3 not move the BT Equipment or any part of it from the Site(s) without BT's written consent and you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;

- 6.1.4 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment nor permit any person (other than a person authorised by us) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments will become part of the BT Equipment;
 - 6.1.5 not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment or any part of it;
 - 6.1.6 not allow any lien, encumbrance or security interest over the BT Equipment, nor pledge the credit of BT for the repair of the BT Equipment or otherwise;
 - 6.1.7 not claim to be owner of the BT Equipment and ensure that the owner of the Site(s) will not claim ownership of the BT Equipment, even where the BT Equipment is fixed to the Site(s);
 - 6.1.8 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment;
 - 6.1.9 indemnify BT against all Claims, losses, costs or liabilities arising from your use of the BT Equipment or where the BT Equipment is damaged, stolen or lost;
 - 6.1.10 ensure that the BT Equipment appears in BT's name in your accounting books;
 - 6.1.11 where there is a threatened seizure of the BT Equipment, or anything listed in Clause 18.3 of the General Terms applies to you, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment; and
 - 6.1.12 notify any interested third parties that BT owns the BT Equipment.
- 6.2 **BT Equipment**
- 6.2.1 BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.
 - 6.2.2 You 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.
- 6.3 **WEEE Directive**
- 6.3.1 You 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**").
 - 6.3.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 6.3 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
 - 6.3.3 You will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.
 - 6.3.4 You will indemnify BT against any Claims, losses, costs or liabilities that BT incurs due to your failure to comply with your express or implied obligations in accordance with this Paragraph 6.3 or in connection with the WEEE Directive.

7 SPECIFIC TERMS AND CONDITIONS

- 7.1 **Minimum Period of Service and Renewal Periods**
- 7.1.1 Unless one of us gives at least 90 days' Notice to the other of an intention to terminate the Service at the end of the Minimum Period of Service or a Renewal Period ("**Notice of Non-Renewal**"), the Service will automatically extend for the Renewal Period, and both of us will continue to perform each of our obligations in accordance with the Contract.
 - 7.1.2 In the event that one of us gives at least 90 days' 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 the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.
- 7.2 **Customer Committed Date**
- 7.2.1 If you request a change to the Service or any part of the Service, then BT may change the Customer Committed Date to accommodate that change.
 - 7.2.2 BT may expedite delivery of the Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

Part B – Service Delivery and Management

8 OUR OBLIGATIONS

8.1 Service Delivery

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

- 8.1.1 will provide you with contact details for the helpdesk that you will be able to contact to submit Service requests, report Incidents and ask questions about the Service (“**Service Desk**”);
- 8.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and are notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract;
- 8.1.3 will, where applicable, arrange for any surveys to be conducted to confirm the availability of a suitable Access Line to the Site(s). If the surveys identify that additional engineering work is required in order to provide a suitable Access Line to the Site(s), BT may provide a new quote to you, detailing the additional Charges you will need to pay for the engineering work to be completed, and:
 - (a) if you accept the new quote, will cancel the existing Order to the affected Site(s), will generate a new Order for the affected Site(s) and will arrange for the additional engineering works to be carried out; or
 - (b) if you do not accept the new quote, will cancel your existing Order for the provision of Service to the affected Site(s) and BT will have no obligation to provide the Service; and
- 8.1.4 will provide you with an indicative delivery date and, as long as there are no issues arising from the Site survey and as long as BT has received the necessary confirmations from its suppliers, BT will provide you with a Customer Committed Date and will use reasonable endeavours to meet any Customer Committed Date.

8.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.2.1 conduct a series of standard tests on the Service to ensure that it is configured correctly; and
- 8.2.2 on the date that BT has completed the activities in this Paragraph 8.2, confirm the Service Start Date.

8.3 During Operation

On and from the Service Start Date, BT:

- 8.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Levels in Part C of the Contract if BT detects or if you report an Incident on the BT Network;
- 8.3.2 will work with the relevant supplier to restore Service as soon as practicable during Local Contracted Business Hours if BT detects, or if you report an Incident on the Access Line;
- 8.3.3 will maintain a web portal and server to provide you with online access to performance reports; and
- 8.3.4 may carry out Maintenance from time to time and will endeavour to inform you:
 - (a) at least five Business Days before any Maintenance on the BT Network or BT Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency; and
 - (b) without undue delay for scheduled Access Line maintenance by a supplier.

8.4 The End of the Service

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

- 8.4.1 may provide configuration information relating to the Service provided at the Site(s) in a format that BT reasonably specifies; and
- 8.4.2 may disconnect and remove any BT Equipment located at the Site(s).

9 YOUR OBLIGATIONS

9.1 Service Delivery

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

- 9.1.1 provide BT with the names and contact details of any individuals authorised to act on your behalf for Service management matters (“**Customer Contact**”), but BT may also accept instructions from a person who it reasonably believes is acting with your authority;
- 9.1.2 provide BT with any information reasonably required without undue delay;

- 9.1.3 provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Service;
- 9.1.4 complete any preparation activities that BT may request to enable you to receive the Service promptly and in accordance with any reasonable timescales;
- 9.1.5 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
- 9.1.6 in jurisdictions where an employer is legally required to make such disclosure to its employees and/or Users:
 - (a) inform your employees and Users that as part of the Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by your employees and/or Users; and
 - (b) ensure that your 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 you to comply with this instruction and indemnify BT from and against any Claims brought by your employees or Users against BT arising out of the delivery of Services by BT;
- 9.1.7 provide and maintain your own LAN and your WAN interface and also ensure that the LAN protocols and applications you use will be compatible with the Service and will operate satisfactorily over WAN connections using the Service;
- 9.1.8 be responsible for managing the configuration of your Customer Equipment at your Site(s);
- 9.1.9 if you allocate your VLAN ID(s) to BT, provide the VLAN ID(s) at the time of placing the applicable Order and inform BT before any changes to the VLAN ID(s) are made at any time. If you fail to do this, you may experience a loss of the Service as a result and in that case, Part C of this Schedule will not apply;
- 9.1.10 provide the appropriate electrical power supplies (AC or DC supply) to support the Ethernet Access equipment, the NTE and any other equipment required to support the Service;
- 9.1.11 be responsible for the cable connecting the NTE to your Customer Equipment;
- 9.1.12 provide adequate space at your Site to install the NTE and the ATD;
- 9.1.13 where the Service is delivered to a third party host site, be responsible for arranging the extension of the Ethernet Access connectivity from a third party room to the Customer Equipment location at the Site where the NTE is installed;
- 9.1.14 where you select the Service with Diverse or Diverse+ Ethernet Access, be responsible for any reconfiguration required to the Service to enable data traffic to be re-routed in the event of failure with the Ethernet Access;
- 9.1.15 prepare and maintain the Site(s) 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 or 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;
 - (c) carry out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance Services;
 - (d) provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the Service or BT Equipment at such points and with such connections as BT specifies;
 - (e) in order to mitigate any Service interruption resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards;
 - (f) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate; and
 - (g) make sure that the total cumulative EVC bandwidths on each of the Ethernet Access Lines that you have selected will not be greater than the bandwidth of the lower of either the Ethernet Access Line or the Service Interface.

9.2 During Operation

On and from the Service Start Date, you will:

- 9.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;

- 9.2.2 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 of us, and will be available for all subsequent Incident management communications;
- 9.2.3 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
- 9.2.4 ensure that any Customer Equipment that is connected to the Service or that you use, directly or indirectly, in relation to the Service is:
- (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means, and used in accordance with any instructions, standards, 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 suppliers' or subcontractors' networks or equipment;
 - (d) configured to align with the Service; and
 - (e) approved and used in accordance with relevant instructions and Applicable Law;
- 9.2.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 9.2.6 connect equipment to the Service only by using the NTE at the Site(s);
- 9.2.7 provide adequate space at your Site to install the NTE and the ATD and you will make sure that the space for the NTE is within reach of the ATD;
- 9.2.8 be responsible for providing appropriate cabling to connect the NTE to the ATD if the Standard Cables that BT provides you with are not long enough;
- 9.2.9 advise BT if the distance between the NTE and the ATD exceeds the distance supported by the IEEE standard 802.3-2008 for the Service Interface you have ordered and liaise with BT to amend your Order if necessary;
- 9.2.10 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
- 9.2.11 maintain a list of current Users and immediately terminate access for any person who is no longer permitted to use or access the Service;
- 9.2.12 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;
- 9.2.13 if BT requests you 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;
- 9.2.14 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order; and
- 9.2.15 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case you will ensure the prior User will no longer have any right to access or use the Service.
- 9.3 The End of the Service**
- On termination of the Service by either one of us, or expiry, you will:
- 9.3.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);
 - 9.3.2 disconnect any Customer Equipment from BT Equipment located at the Site(s);
 - 9.3.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
 - 9.3.4 arrange for any BT Equipment located at the Site(s) to be returned to BT; and
 - 9.3.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

10 NOTIFICATION OF INCIDENTS

Where you become aware of an Incident:

- 10.1 the Customer Contact will report it to the Service Desk;
- 10.2 BT will give you a Ticket;
- 10.3 BT will inform you when it believes the Incident is cleared and will close the Ticket when:
 - 10.3.1 you confirm that the Incident is cleared within 24 hours after being informed; or
 - 10.3.2 BT has attempted unsuccessfully to contact you, in the way agreed between both of us, in relation to the Incident and you have not responded within 24 hours following BT's attempt to contact you.
- 10.4 If you confirm that the Incident is not cleared within 24 hours following being informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.

11 INVOICING

- 11.1 BT will invoice you for the Charges for the Service as set out in Paragraph 11.2 in the amounts and currency as set out in the applicable Order.
- 11.2 The Charges for the Service will comprise of some or all of the following Standard Service Components, depending on the options as set out in the applicable Order:

Service Standard Components	One-time Charge	Recurring Charge	Notes
Ethernet Access	For Installation and De-installation	Monthly Charge for use	Charges may vary by speed and location as set out in the applicable Order
Service Interface	Not Applicable	Monthly Charge for use	Charges may vary by speed and location as set out in the applicable Order
Service Configuration	For Installation and De-installation	Monthly Charge for use	Charges may vary by bandwidth speed, location and Class of Service (if applicable)
Reports: Standard performance	Not Applicable	Not Applicable	
Reports: Site-to-Site performance	For Installation and De-installation	Monthly Charge for use	

- 11.3 If you select any of the Service amendments below, the following additional Charges and provisions relating to Termination Charges will apply in addition to the Termination Charges as set out in Paragraph 12:

Requested Service Amendment	One-time Charge	Recurring Charge	Applicable Termination Charges
Service Interface upgrade	Yes	Monthly Recurring Charge	
Service Interface downgrade	Yes	Monthly Recurring Charge	The Termination Charge is the difference in the Charges between your old and new speeds for the remaining months of the Minimum Period of Service under your initial Order.
Increase of EVC speed	Yes	Monthly Recurring Charge for each EVC speed change	
Decrease of EVC speed	Yes	Monthly Recurring Charge	The Termination Charge is the difference in the Charges between your old and new speeds for the remaining months of the Minimum Period of Service under your initial Order.
Increase of Class of Service speed	Yes	Monthly Recurring Charge for each CoS Speed change	

Requested Service Amendment	One-time Charge	Recurring Charge	Applicable Termination Charges
Decrease of Class of Service speed	Yes	Monthly Recurring Charge for each CoS Speed change	The Termination Charge is the difference in the Charges between your old and new speeds for the remaining months of the Minimum Period of Service under your initial Order.

- 11.4 Unless set out otherwise in any applicable Order, BT will also invoice you for:
 - 11.4.1 Installation Charges, including those set out in the table at Paragraph 11.2 above, 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);
 - 11.4.2 Recurring Charges, including those set out in the tables at Paragraph 11.2 and 11.3 above, monthly in advance on the first day of the relevant month or as otherwise set out in an applicable Order. For any period where Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
 - 11.4.3 De-installation Charges, including those set out in the table at Paragraph 11.2 above, within 60 days of de-installation of the Service; and
 - 11.4.4 any Termination Charges, as set out in the table at Paragraph 11.3 above and Paragraph 12, incurred upon termination of the relevant Service.
- 11.5 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
 - 11.5.1 Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
 - 11.5.2 Charges for commissioning the Service as set out in Paragraph 8.2 outside of Business Hours;
 - 11.5.3 Charges for expediting provision of the Service at your request after you have been informed of the Customer Committed Date;
 - 11.5.4 if you delay delivery of the Service by BT, Charges that would have become due on the last Customer Committed Date agreed in writing by BT and any Recurring Charges that are due monthly in advance; and
 - 11.5.5 any other Charges as set out in any applicable Order or as otherwise agreed between both of us.

12 CHARGES AT THE END OF THE CONTRACT

- 12.1 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or any Service for convenience, you will pay BT:
 - 12.1.1 all outstanding Charges for Service rendered;
 - 12.1.2 De-installation Charges as set out in an applicable Order;
 - 12.1.3 any remaining Charges outstanding with regard to BT Equipment;
 - 12.1.4 any other Charges as set out in any applicable Order; and
 - 12.1.5 any charges reasonably incurred by BT from a supplier as a result of the early termination.
- 12.2 In addition to the Charges set out at Paragraph 12.1 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT:
 - 12.2.1 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) 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service;
 - (b) 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months, of the Minimum Period of Service; and
 - (c) any waived Installation Charges as set out in an applicable Order; and
 - 12.2.2 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.

13 SERVICE AMENDMENT

- 13.1 You may request, by giving BT Notice, a change to:
 - 13.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or
 - 13.1.2 the Service at any time after the Service Start Date.
- 13.2 If you exercise your right under Paragraph 13.1, 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 you with a written estimate, including:
 - 13.2.1 the likely time required to deliver the changed Service; and
 - 13.2.2 any changes to the Charges due to the changed Service.
- 13.3 BT has no obligation to proceed with any change that you request under Paragraph 13.1, unless and until both of us have 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.
- 13.4 If BT changes a Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, in its reasonable discretion, apply additional reasonable one-time and/or Recurring Charges.

Part C – Service Levels

14 ON TIME DELIVERY

14.1 On Time Delivery Service Level

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

14.2 On Time Delivery Service Credits

14.2.1 If BT does not meet the On Time Delivery Service Level, you may claim On Time Delivery Service Credits for each additional day after the Customer Committed Date, until the Service Start Date as set out in this Paragraph 14.2.

14.2.2 You may claim On Time Delivery Service Credits by reporting any failure to meet the On Time Delivery Service Level to the Service Desk in accordance with Paragraph 10 (“**Notification of Incidents**”).

14.2.3 On Time Delivery Service Credits are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charges for the affected Site or Circuit.

14.2.4 If both of us have agreed a revised Customer Committed Date in writing, or if the Customer Committed Date is revised as set out in Paragraph 14.3.1, the calculation of any On Time Delivery Service Credits will be made by reference to the revised Customer Committed Date.

14.3 Exception

14.3.1 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.

14.3.2 If you delay delivery of the Service by BT after the Customer Committed Date, the On Time Delivery Service Level will not apply.

15 SERVICE AVAILABILITY

15.1 Availability Service Level

15.1.1 From the Service Start Date, BT will provide the Service with a target availability as set out in an applicable Order (“**Availability Service Level**”).

15.2 Availability Service Credits

15.2.1 If a Severity Level 1 Incident occurs, BT will measure the Availability Downtime for the Site(s) or Circuit starting from when you report a Qualifying Incident, and ending when BT closes the Incident in accordance with Paragraph 10.3.

15.2.2 BT will measure the Availability Downtime in units of full minutes during the Local Contracted Business Hours for Access Line Incidents and during the Contracted Maintenance Hours for BT Equipment Incidents.

15.2.3 BT will then calculate the cumulative Availability Downtime for the calendar months in which the Severity Level 1 Incident occurred (“**Cumulative Monthly Availability Downtime**”).

15.2.4 If the Cumulative Monthly Availability Downtime of the Service exceeds the Maximum Monthly Availability Downtime, you may request Availability Service Credits for each Service Credit Interval of 4 per cent of the Monthly Recurring Charges.

16 NETWORK PERFORMANCE

From the Service Start Date, BT will provide the elements of the Service in the Core Network to the network performance targets for round trip delay, packet delivery and jitter as set out in this Paragraph 16 (“**Network Performance Service Levels**”).

16.1.1 The standard Network Performance Service Levels measure performance on the BT Network and do not include your access to the BT Network.

16.1.2 If you order Site-to-Site performance reports, then BT may agree to set specific Site-to-Site targets for Round Trip Delay and Jitter that will be dependent on your network configuration. If BT agrees to set Site-to-Site targets for you, then the Regional Service Levels set out in this Paragraph 16 will not apply to your Service.

16.1.3 The specific targets for your network will be set out in the applicable Order.

16.2 Round Trip Delay

16.2.1 Round Trip Delay Service Level

From the Service Start Date, BT will provide the Service to the round trip delay targets as set out in the table below or an applicable Order (“Round Trip Delay Service Level”).

COS	Round Trip Delay Time
High	20 milliseconds
Medium	23 milliseconds
Low	30 milliseconds

16.2.2 Round Trip Delay Service Credits

Round Trip Delay: City-to-City

Targets are based on a City-To-City average monthly performance between POPs.

Round Trip Delay Service Credits apply when	Round Trip Delay Service Credit Rate
Performance exceeds Round Trip Delay Service Level target by up to 20%	2% cent of the monthly Recurring Charges for each affected Site
Performance exceeds Round Trip Delay Service Level target by more than 20%	4% cent of the monthly Recurring Charges for each affected Site

Round Trip Delay: Site-to-Site

Round Trip Delay Service Credits apply when	Round Trip Delay Service Credit Rate
Performance exceeds Round Trip Delay Service Level target by up to 20%	2% cent of the monthly Recurring Charges for each affected Site
Performance exceeds Round Trip Delay Service Level target by more than 20%	4% cent of the monthly Recurring Charges for each affected Site

Round Trip Delay: Regional

Round Trip Delay Service Credits apply when	Round Trip Delay Service Credit Rate
Performance exceeds Round Trip Delay Service Level target by up to 20%	2% cent of the monthly Recurring Charges for each affected Site
Performance exceeds Round Trip Delay Service Level target by more than 20%	4% cent of the monthly Recurring Charges for each affected Site

16.3 Packet Delivery

16.3.1 Packet Delivery Service Level

From the Service Start Date, BT will provide the Service to the target packet delivery percentage as set out in the table below or an applicable Order (“Packet Delivery Service Level”):

COS	Packet Delivery Percentage
High	99.9%
Medium	99.95%
Low	99.8%

16.3.2 Packet Delivery Service Credits

Packet Delivery: Regional

Packet Delivery Service Credits apply when	PD Service Credit Rate
Performance exceeds Packet Delivery Service Level target	2% cent of the monthly Recurring Charges for each affected Site

16.4 Jitter

16.4.1 Jitter Service Level

From the Service Start Date, BT will provide the Service to the target jitter time corresponding to the applicable COS for the Service as set out in the table below or an applicable Order (“**Jitter Service Level**”):

COS	Jitter Time
High	3.5 milliseconds
Medium	Not Applicable
Low	Not Applicable

16.4.2 **Jitter Service Credits**

Jitter: Regional

Jitter: Regional Service Credits apply when	Jitter Service Credit Rate
Performance exceeds Jitter Service Level target by up to 10%	2% cent of the monthly Recurring Charges for each affected Site
Performance exceeds Jitter Service Level target by more than 10%	4% cent of the monthly Recurring Charges for each affected Site

Jitter: Site-to-Site

Jitter: Site-to-Site Service Credits apply when	Jitter Service Credit Rate
Performance exceeds Jitter Service Level target by up to 10%	2% cent of the monthly Recurring Charges for each affected Site
Performance exceeds Jitter Service Level target by more than 10%	4% cent of the monthly Recurring Charges for each affected Site

16.5 **Exceptions**

The Network Performance Service Levels will not apply:

16.5.1 if there is a Severity Level 1 Incident, in which case, the Availability Service Level will apply, in accordance with Paragraph 15; and

16.5.2 for Incidents that occur outside of the Core Network.

BT will determine the Network Performance target in the event that a Site is connected by an international Access Line to a POP located in another country, as if the Site is in the country where the POP is located.

17 REQUESTS FOR SERVICE CREDITS

17.1 You may request applicable Service Credits within 28 days of the end of the calendar month in which a Qualifying Incident occurred by providing details of the reason for the claim. Any failure by you to submit a request in accordance with this Paragraph 17.1 will constitute a waiver of any claim for Service Credits for that calendar month.

17.2 Upon receipt of a valid request for Service Credits in accordance with Paragraph 17.1:

17.2.1 BT will issue you with the applicable Service Credits by deducting those Service Credits from your invoice within two billing cycles of the request being received; and

17.2.2 following expiry or termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Service Credits in a reasonable period of time.

17.3 Service Credits for all Service Levels will be aggregated and are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charge for the affected Service.

17.4 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.

17.5 The Service Levels under this Schedule will not apply:

17.5.1 in the event that Clause 8 or Clause 23 of the General Terms applies; or

17.5.2 during any trial period of the Service.

Part D – Defined Terms

18 DEFINED TERMS

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below 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). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

“AC” means alternating current and is a type of electrical current in which the direction of the flow of electrons switches back and forth at regular intervals or cycles.

“Access Line” means a Circuit connecting a Site to the BT Network.

“ATD” means BT’s Access Line supplier’s access terminating device.

“Availability” means the period of time when the Service is functioning.

“Availability Downtime” means the period of time during which a Qualifying Incident exists as measured by us in accordance with the parameters set out in an applicable Order.

“Availability Service Credit” means the Service Credit available for a failure to meet the Availability Service Level.

“Availability Service Level” has the meaning given in Paragraph 15.1.1.

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

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

“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.

“City to City” means that if a city contains two PoPs, one is nominated for Service Level measurement purposes.

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

“Core Network” means BT’s network infrastructure between and including the POP, but does not include the Access Line between your Site(s) and the POP.

“CoS” or **“Class of Service”** 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.

“Customer Committed Date” means the date provided by BT on which delivery of the Service (or each part of the Service, including to each Site) is due to start.

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

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

“DC” means direct current which is an electrical current which flows consistently in one direction.

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

“Diverse” means that two Access Lines that may be of varying bandwidths are delivered to the same POP.

“Diverse+” means a Standard Service Component comprising two Access Lines that may be of varying bandwidths that are delivered to different POPs (where different POPs are available).

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

“Ethernet Connect E-LAN” means a Service Option that provides you with connectivity between the Ethernet Access and an Ethernet Local Area Network (or an **“E-LAN”**) to give you the ability to connect Sites together and to transmit data between those Sites. BT will provide you with a fully meshed, ‘any to any’ configuration that will connect NTE at each Site to the NTE at all of your other designated Sites. EVCs connecting to an E-LAN will all be VLAN-Based or Port-Based only and the configurations will not mix.

“Ethernet Connect E-Line” means a Service Option that provides you with end to end connectivity between NTE at the Sites to give you the ability to connect more than one of your Sites together in an Ethernet VPN and to transmit data between those Sites. You can opt for the following transmission types:

- (a) point to point – this is where BT will connect NTE at your Site A to the NTE at your Site B; or
- (b) point to multipoint - this is where BT will connect NTE at your Site A to the NTE at your Site B and the NTE at your Site A to the NTE at your Site C.

“Ethernet Access” means the connectivity between a Site and the BT Network.

“Ethernet Bandwidth” is the bandwidth of the EVC at Layer 1 as defined by the Open System Interconnection (OSI) Networking Model.

“Ethernet Virtual Connection” or **“EVC”** means a data transmission path across the BT Network connecting selected Sites.

“General Terms” means the general terms and conditions that this Schedule is attached to, or if not attached to this Schedule, can be found at www.bt.com/terms, and form part of the Contract.

“High Class” means a Class of Service specifically for time-critical data traffic. You will specify the amount of High Class traffic required and any traffic that goes above this rate will be dropped.

“IEEE standard 802.1p” means a standard specification for Ethernet that specifies a quality of service process within traffic and data packet prioritisation moving within a network segment.

“IEEE standard 802.3-2008” means a standard specification for Ethernet that specifies the physical media and the working characteristics of Ethernet and is a method of physical communication in a local area network (LAN).

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

“In-Contract” or **“Medium Class”** means a Class of Service that is for business critical data traffic. You will specify the amount of traffic bandwidth within an EVC and all of this bandwidth traffic will be carried however the traffic bandwidth cannot exceed the EVC bandwidth.

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

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

“Jitter” means a service level that is measured by sending a short sequence of time-stamped test packets and recording the times of their arrival. The sequence of test packets is sent in both directions between two end points.

“Local Area Network” or **“LAN”** means the infrastructure that enables the ability to transfer services within Site(s) (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 set out otherwise in any applicable Order.

“Low Class (In-Contract)” means the Class of Service that is used for standard business data traffic. You will specify the amount of traffic bandwidth within an EVC and all of this bandwidth traffic will be carried.

“Low Class (Out-of-Contract)” means the Class of Service that is used for standard business data traffic that has burst above the Low Class (In-Contract) bandwidth. This traffic may be dropped if congestion occurs in the BT Network.

“Maintenance” means any Maintenance BT has planned to do in advance.

“Minimum Period of Service” means a period of 12 consecutive months beginning on the Service Start Date, unless set out otherwise in any applicable Order.

“Multi Protocol Label Switching” or **“MPLS”** means a private, global IP-based VPN service based on industry standards that provides you with any-to-any connectivity and differentiated performance levels, prioritisation of delay and non-delay sensitive traffic as well as voice and multi-media applications, all on a single network.

“Network Performance Service Levels” has the meaning given in Paragraph 16.

“Notice of Non-Renewal” has the meaning given in Paragraph 7.1.1.