

BT Private Line Service Specific Terms and Conditions

BT PSA Reference No. **_**** _****

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1. Definitions

The following definitions shall apply to the provision of the Service, in addition to those in the General Terms and Conditions of the Products & Services Agreement.

"Access Line"	means a private dedicated circuit connecting a Site to the BT Private Line Network.
"Aggregate Interface"	means an interface to the Customer over which multiple Private Line Services are or can be provided.
"BT Private Line Network"	means the core network infrastructure owned or leased by BT used to provide the Private Line Service. For the avoidance of doubt, the boundary of the BT Private Line network is the POP.
"Business Hours"	means the local working hours in a Business Day in the country or region where a Site is located (as specified on the Order Form) unless otherwise advised to the Customer by BT.
"Contracted Maintenance Hours"	means the hours during which BT shall provide maintenance for BT Equipment. These shall be either Business Hours or an alternative maintenance option selected by the Customer and set out on the Order Form.
"Digital Distribution Frame (DDF)"	means the physical unit or rack used to cross-connect, distribute, arrange and protect the digital cables.
"Dense Wavelength Division Multiplexing (DWDM)"	means the transmission technology involving the simultaneous transmission of light from multiple lasers with different wavelength(s) over a single fiber optic line.
"Internet Protocol" ("IP")	means a network layer/protocol offering a connectionless internet network service.
"Local Contracted Business Hours"	means the hours during which maintenance in respect of the Access Lines shall be provided by the local service provider or as specified on the Order Form.
"Optical Distribution Frame (ODF)"	means the unit or rack used to connect, distribute, arrange and protect the optical fibres
"Planned Maintenance"	means any work planned in advance to be carried out by BT or on behalf of BT that will cause the Service to be suspended.

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“Pleisiochronous Digital Hierarchy (PDH)”	means the protocol for digital transmission used by BT to carry digitized voice over twisted pair cabling to deliver the service more efficiently
“POP”	means point of presence, a geographical location where BT has a BT-operated facility/set of equipment which forms the demarcation point between the BT Private Line Network and the Access Line.
“Service”	means the service, as described in clause 2.
“Service Management Boundary”	means the demarcation point up to which BT will manage the Service.
“Synchronous Digital Hierarchy (SDH)”	means a standard technology for synchronous data transmission on optical media that allows interworking of transmission products from multiple vendors.

2. Service Description

2.1 Overview

BT Private Line Services provide dedicated, point to point links, capable of transmitting voice, data and IP traffic that directly connect two Sites delivered over a PDH, SDH or DWDM network. The Service is offered as a domestic service in a selection of countries and as an International service between select countries. The Service comprises an end-to-end offering between the selected Customer Site in location A and the selected Customer Site in location B.

The Service includes the following features:

- A range of standard line speeds, from 56/64 Kbps up to 10Gbps (PDH and SDH based services)
- 1 Gbps and 10 Gbps wavelength services can be offered with transparent or non-transparent overhead byte information depending on geographic route and location.
- Dedicated / customer bandwidth

BT Private Line offers:

- End-End:
The Private Line Service goes from customer premises to customer premises. An Access Line is needed at each end of the circuit.

2.2 Service Components

2.2.1 Access

An Access Line connects a Site to the BT Private Line Network. The Access Line is terminated on a POP.

The Access Line is as standard provided via a single route from the POP to the Customer's Site. If requested on the Order Form, the Service can be delivered with protected access. In this case, two diversely routed Access Lines will be supplied. The Service will route over one Access Line to the POP, and if that Access Line fails, it will automatically be re-routed onto the other Access Line. For improved resilience, access from the Customer Site to the POP will be provided over an SDH access network where available.

BT will support the interfaces on the Access Line components in accordance with the applicable local in-country technical standards.

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BT or another operator on behalf of BT can provide the Access Line.

2.3 Quality of Service

- 2.3.1 By using the latest SDH and DWDM transmission technology in the long-range communications network, corresponding connection technology for local access and intelligent network management systems, BT 's transmission network complies with the high international quality standards (ITU-T, ETSI).

The BT Private Line Network meets the parameters specified in ITU-T G.826 for errored seconds ratio, severely errored seconds ratio and background block error ratio.

The quality of the data to be transmitted requires all of the equipment involved to be synchronised. BT 's network uses a signal pulse which is backed up several times and has a clock accuracy of 1×10^{-11} thus enabling high quality data transmission.

- 2.3.2 The BT Private Line Network is synchronised according to ITU-T recommendations G811 & G812. Although Private Line Services are carried on this network, not all Services are locked to this timing source. Services at speeds between 64kbit/s & 1984kbit/s and services at VC4 & above are locked to the network clock source and the customer is free to utilise the clock, present at the interface, to time their application. Services at speeds of 2048kbit/s, 34 and 45Mbit/s are asynchronous in nature and are therefore not timed by the network. In these cases, the Customer has to provide his own synchronisation source. This Customer provided source should be in accordance with ITU-T G811 & G812. For Private Line Wavelength Services no timing is available.

2.4 Service Limitations – Private Line Wavelength Service

- 2.4.1 For Private Line Wavelength Service provided using DWDM the following limitation applies:

The 1G and 10G DWDM based Optical Connect (formerly Private Line Wavelength Services) are offered as end-to-end unprotected. This means that if the Service fails for any reason (planned or unplanned) then the Service will not be automatically or manually restored or re-routed via an alternative route. The customer will experience loss of service for the length of time it takes until the fault is fixed.

- 2.4.2 BT will use reasonable endeavours to notify the Customer of service affecting Planned Maintenance 7 Business Days in advance. Planned works may be executed at any time of the day.

3. Minimum Period of Service

- 3.1 Except if otherwise defined on the Order Form, the Minimum Period of Service for each individual Private Line Service shall be 12 Months, which will commence on the Operational Service Date of each Service.
- 3.2 Following expiration of the Minimum Period, the Service shall continue in full force and effect until terminated by either Party, in accordance with the General Terms and Conditions of the Master or Products & Services Agreement.

4. Service Delivery

- 4.1 BT will install the Core component and the required Access Line(s) and conduct a series of test measurements on the BT provided Service (compliant with ITU-T standards) to confirm that the Service is Operational. BT (or a BT authorised company) performs the measurements.

If the Private Line Service terminates at an aggregate interface, an end-to-end measurement cannot be offered as standard. If the customer, however, requires such a measurement, the technical feasibility must be checked before the contract is signed.

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The Operational Service Date occurs on successful completion of the tests.

- 4.2 The Customer will provide BT with all reasonable assistance in carrying out the requisite Service Delivery work. On successful completion by or on behalf of BT of the test measurements, acceptance by the Customer of the Private Line Service shall be deemed to have taken place.
- 4.3 BT will begin to actively monitor the Service and provide repair and reporting in accordance with this Service Schedule only when the Customer has called the Service Centre to confirm that all required Customer Equipment has been connected to the Service.

5. BT's Responsibilities

5.1 Network Management

The BT Private Line network management is provided 24 hours a day, 365 days per year. BT will respond to faults detected by BT or reported by the customer as set forth in clause 5.3.

5.2 Service Centre

- 5.2.1 BT will provide the Customer with the contact details (either email, telephone or fax, as appropriate) of designated contact points (collectively "Service Centre"), which will be the Customer's contact points for reporting faults related to the Service. The Customer will be able to use the numbers to contact BT to report faults 24 hours a day, 365 days a year.

5.3 Fault Reporting and Fault Repair

- 5.3.1 The Customer will report faults in the Service to the Service Centre using the reporting procedures notified by BT. The Customer will provide BT with a Customer contact name and telephone number (if different from the details specified on the Order Form) and circuit reference.
- 5.3.2 When the Customer reports a fault in the Service, BT will carry out diagnostic checks and will notify the Customer if the fault lies beyond the Service Management Boundary. Depending on the diagnosis, BT will take one or more of the following steps to restore Service:

BT Private Line Network Faults: BT will respond to reported faults without undue delay.

Where a fault affects service, such that the customer is unable to use the service, and BT is unable to provide a temporary alternative, the target times to restore service are as follows:

Priority 1 – 4 hours
Priority 2 – 8 hours

BT will provide initial feedback within 30 minutes of a customer reporting a fault, and then every 2 hours or as otherwise agreed.

Access Line Faults. Where BT diagnoses the fault as being in a BT provided Access Line, BT will work with the Access Line supplier to rectify the fault as soon as practicable in accordance with Local Contracted Business Hours.

BT Equipment Faults. If possible BT will remotely fix the problem without the need for a site visit. If a site visit is required BT or its supplier shall visit the Site as soon as reasonably practicable in accordance with Contracted Maintenance Hours.

BT is not responsible for managing or correcting:-

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- any Customer host or local area network application; nor
- any cable, connector or interface between the BT Equipment and any Customer Equipment; nor
- any equipment or device that is not provided by BT; nor
- any fault beyond the Service Management Boundary.

Any change in the configuration of BT Equipment is the exclusive responsibility of BT.

5.4 Planned Maintenance

5.4.1 From time to time, BT may schedule maintenance of the Service. When possible, Planned Maintenance will take place during low traffic periods outside Business Hours. Before doing so, BT will give the Customer as much notice as possible, and whenever practicable will agree with the Customer when the Service will be suspended.

5.4.2 BT will make reasonable efforts to inform the Customer of Planned Maintenance

- 7 days in advance of any scheduled hardware and software maintenance on the BT Private Line Network and/or BT Equipment
- without any undue delay for any scheduled Access Line supplier maintenance.

5.4.3 Should the Customer object to the nature and timing of Planned Maintenance notified to the Customer by BT, the Customer must inform BT of the objection within 5 days of notification of same otherwise BT will assume that the Customer has consented to the Planned Maintenance.

5.5 Emergency Maintenance

In the event of imminent threat of failure to BT's network, BT will perform Emergency works. In this instance, BT will endeavor to provide as much notice as possible to the customer. For the avoidance of doubt, clause 5.4.2 does not apply to Emergency Maintenance work.

5.6 BT Service Management Boundary

For Private Line End-to-End Services, The Service Management Boundary of the BT Private Line Service is at the network terminating unit or at the applicable ODF, of the Access Line provided by BT. This includes provisioning and maintenance of all elements up to this Service Management Boundary.

For Private Line Services with a terminating end in a BT POP (e.g. POP-POP or End-POP) - the Service Management Boundary for the POP side of the BT Private Line Service is at the connector at the drop side of the multiplexer in the BT POP or at the applicable ODF/DDF. In the event that BT has an existing interconnection with the Customer or any other Access Line supplier the Customer is using, the existing demarcation point with such other operator will apply, provided that it is specified on the Order Form at the time of placing the Order.

6 The Customer's Responsibilities

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- 6.1 The Customer will provide BT with a completed Order Form and any relevant technical information, without which BT is unable to proceed.
- 6.2 The Customer will provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate, which meets local standards and is compatible with BT Equipment.
- 6.3 The Customer will provide BT with the name(s) of the individual(s) to contact for service management matters ("Customer Contact") and all requisite contact details. The Customer will notify BT of any changes to the Customer Contact details in writing as soon as practicable. The Customer Contact will be responsible for any issues relating to the Service; e.g. providing BT assistance and information during implementation, reporting of any fault in the Service and for all subsequent fault management communications between BT and the Customer. The Customer Contact will be available during the period of implementation of the Service and during Business Hours. The Customer acknowledges that if the Customer Contact is not available at all such times, BT may not be able to meet the applicable response and restoration times (including any referred to in any applicable Service Level Agreement).
- 6.4 Customer is responsible for ensuring the compatibility of any Customer Equipment used in conjunction with the Service, and BT does not make any commitment with respect to the interoperability between the Service and Customer Equipment.
- 6.5 Where the Customer has used another operator to provide any Access Line or part of the Access Line, the Customer should report faults diagnosed as occurring in this Access Line directly to the other operator.
- 6.6 The Customer bears the responsibility and the costs of any additional in-house cabling or system installations.
- 6.7 The Customer acknowledges, and agrees that if no Loop-back equipment is fitted, that the Customer will assist BT in providing line loops for testing purposes. This may be for initial testing and commissioning, and where appropriate if a fault condition exists. Where the Customer cannot provide BT with the necessary loops for testing, this may lead to extended outages and any such extended outage be excluded from any SLA that may exist.

7. Charges and Payment Terms

- 7.1 Charges will be paid in accordance with the General Terms and Conditions.
- 7.2 The charges for the Service will comprise some or all of the following components, depending upon the Option selected on the Order Form:

Pricing Component	One-time Charge	Recurring Charge
BT Private Line Service	Installation/deinstallation	Monthly charge

- 7.2.1 The Private Line service charge is based on speed and the location where or/between which the Service is provided.
- 7.3 The Customer shall be liable for the charges detailed on the Order Form:
 - (a) One-time installation charges will be invoiced upon the Operational Service Date(s).
 - (b) Unless otherwise stated on the Order Form, Recurring Charges, except usage charges, will be invoiced monthly in advance.
 - (c) One-time de-installation charges will be invoiced within two months of de-installation.
- 7.4 For the purpose of calculating a charge payable for any period:

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

7.5 The charges for the Service and for optional Service features (including upgrades and re-configuration) shall be set forth in the relevant Order Form.

7.6 Charges for use of the Service from or within a country where Service is regulated will be as detailed in the relevant Tariff, web posting or other regulated document.

7.7 BT reserves the right to charge the Customer for work done by BT in investigating faults in the Service reported by the Customer where BT finds no fault exists or the fault is in a component not provided by BT.

7.8 For speeds 1920K and below conversion is required an additional charge for doing such conversion may be applied.

7.9 Service Delivery will be completed within the Business Hours of the Site location. The Customer will be liable for any additional charges for Service Delivery outside of Business Hours.

7.10 Re-configuration Charges
BT reserves the right to apply a re-configuration charge for Customer requests for changes to the Service.

7.11 De-installation Charges
De-installation charges will apply unless otherwise agreed by the Parties in writing.

8. Termination of Service

8.1 Except as provided for in the Master Services Agreement, if the Customer terminates the Service, or if BT terminates Service for breach before the Minimum Period of Service has expired, then, in addition to all outstanding charges for Service rendered, the Customer agrees to pay the following for each part of the Service terminated:

- a) an amount equal to all the remaining monthly charges per Service for the first year of Service where Service is terminated within the first twelve (12) months of the Minimum Period; and
- b) an amount equal to 20% of the most recent year's charges (or pro-rated year's charges where termination occurs before a full year has been completed) for each uncompleted year, or part thereof after the first twelve Months of the Minimum Period; and
- c) any waived installation charges per Service where Service is terminated within the first twelve (12) months of the Minimum Period; and
- d) any additional charges which BT has to pay an Access Line supplier as a result of early termination of the Access Lines; and
- e) any remaining rental charges outstanding with regard to BT Equipment, where such equipment cannot be re-used by BT; and
- f) deinstallation charges.

8.2 The termination charges stated at paragraph 8.1 (first bullet point) and 8.1 (second bullet point) will not be payable where an individual Private Line Service is terminated for the purpose of replacing it with another Private Line Service where the order value of the new Private Line Service is at least the same or greater than the order value of the replaced Private Line Service and the Minimum Period of Service for the new Private Line Service is equal to or greater than the Minimum Period of Service of the replaced Private Line Service.

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(The Minimum Period of Service will commence on the Operational Service Date of the new Private Line Service). Any charges which BT has to pay as a result of the termination or changes to Access Lines may be passed on to the Customer.

9. Service Levels

Service levels and performance credits are specified in the Service Level Agreement Schedule. The Service Levels apply to the elements of service within the Service Management Boundary.