



BT Internet Connect Ireland Schedule to the General Terms

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Part A – The Service

1. Service Summary

BT will provide to the Customer Internet Access Services comprised of:

- 1.1. all of the service standard components, and if applicable, equipment, as set out in paragraph 2 as set out in any applicable Order; and
- 1.2. any of the service options set out in paragraph 3 that are selected by the Customer as set out in any applicable Order,

(the "**Service**").

- 1.3 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. Service Standard Components

BT will provide to the Customer all of the following service standard components in accordance with the details set out in any applicable Order:

2.1 INTERNET SERVICE

2.1.1 The Service comprises end to end connectivity between Network Terminating Equipment ("**NTE**") at the appropriate Site to the internet core network, so providing the Customer with the ability to connect its Site to the Internet or an Ethernet Virtual Private Network and transmit data via the Internet. The Service is available as a single EVC. The Service operates over dedicated circuits (which the Customer may already have had installed by BT or which the Customer procures from BT); these dedicated circuits connect the Sites to the BT Network. The Service provides the data transmission path from one Site to the Internet Service. The Service Level Agreement applicable to the Service is set out in Part C.

2.1.2 Components There are a range of Service Bandwidth options available, which the Customer can select when completing the Order.

- (a) Access Methods The Customer may utilise its existing dedicated circuits (subject to survey by BT) or procure dedicated circuits from BT to provide the physical connectivity between the Site and the BT Network.
- (b) The dedicated circuits are available to the Customer subject to additional terms and conditions as specified in the Etherway Service Annex below.

2.2 ETHERWAY/ETHERFLOW ACCESS

2.2.1 The Service comprises one or more dedicated circuits connecting a Site to the BT Network, so providing connectivity between the Customer Site and the BT Network. There are two configuration parameters for the Service:

- (a.) Resilience - The Standard resilience configuration gives a single physical path from the Site to the BT Network.
- (b.) Port Configurations - The Customer has a choice of 2 Port configurations. In the "VLAN Aware" configuration, multiple EVCs of the BT Etherflow Service can route over the same Service. The EVCs are separated logically by VLAN tags in accordance with IEEE 802.1q, as specified in the IEEE 802.1q definition. The Customer Equipment must be capable of supporting this feature. The Customer can chose the VLAN IDs for each EVC or these can be allocated by BT. In the "Port Based" configuration only a single EVC of the BT



Etherflow Service can route over the Service. This configuration does not require the Customer Equipment to provide VLAN tags.

2.2.2 Bandwidth

The Service is available in either 100Mb or 1Gb. The 100 Mbit/s bandwidth option is provided with a 100 base T interface. For the 1 Gbit/s bandwidth option the Customer has a choice of either a 1000 baseSX or 1000 baseLX interface.

3. Service Options

None applicable.

4. Service Management Boundary

- 4.1 The Service Management Boundary for the Internet Access Services is the physical Ethernet interface on the Customer side of the NTE on the associated dedicated circuit. This includes provisioning, maintenance and management of all elements up to this Service Management Boundary ("Service Management Boundary").
- 4.2. The Service Management Boundary for the Etherway Access is the physical Ethernet interface on the Customer side of the NTE provided by BT. This includes provisioning, maintenance and management of all elements up to this Service Management Boundary.
- 4.3 BT will have no responsibility for the Service outside the Service Management Boundary.

5. Not used

6. Specific Terms and Conditions

6.1 Minimum Period of Service

- 6.1.1 **Unless either Party gives at least 90 days' written Notice of its intention to terminate the Service, at the end of the Minimum Period of Service or any subsequent Renewal Period, the Service will automatically extend for the Renewal Period, and the Parties will continue to perform their obligations in accordance with the Contract.**
- 6.1.2 **In the event that either Party gives at least 90 days' written Notice of its intention to terminate the Service at the end of the Minimum Period of Service or any subsequent Renewal Period, BT will cease delivering the Service at 23.59 on the last day of the Minimum Period of Service or subsequent Renewal Period.**
- 6.1.3 The Customer may cancel before the Service Start Date however cancellation charges will apply (as notified by BT to the Customer).
- 6.1.4 Service Bandwidth upgrades are permitted within the Minimum Period of Service, however, Service Bandwidth downgrades shall only be effective on expiry of the Minimum Period of Service.

6.2 Access to Emergency Services

- 6.2.1 **The Customer acknowledges and agrees that the Service does not provide the ability for Users to call the emergency services by dialling "999" or "112", nor does it provide caller location information.**



7. BT Obligations

7.1 Service Delivery

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

- 7.1.1 will provide to the Customer contact details for the helpdesk the Customer may contact to submit service requests, report Incidents and make inquiries relating to the Service ("**Service Centre**"); The Customer will be able to use the numbers to contact BT to report faults 24 hours a day, 365 days a year and or make enquiries during Business Hours, or as specified on the Order.
- 7.1.2 will comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are notified to BT in writing. BT will not be liable if, as a result of any such compliance, it is in breach of any of its obligations under this Contract;
- 7.1.3 will, where applicable, arrange for any survey(s) to be conducted to confirm the availability of a suitable Access Line to the Site(s), and following which BT shall:
 - 1) instruct the Customer to make any modifications to the Customer's Site or to the Customer's Equipment to make them technically compatible with the Service to be provided; or
 - 2) if the survey(s) 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 the Customer detailing the additional Charges payable by the Customer for the engineering work to be completed; and
 - (a) if the Customer accepts the new quote, will cancel the existing Order to the affected Site(s) and 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 the Customer does not accept the new quote, will cancel the Customer's existing Order for the provision of Service to the affected Site(s) and BT will have no obligation to provide the Service; and
 - (c) will provide the Customer with a date on which delivery of the Service (or each part of the Service, including to each Site) is due to start ("**Customer Committed Date**") and will use its commercially reasonable endeavours to meet any Customer Committed Date.
- 7.1.4 The physical and logical presentation will depend on the total bandwidth of the line, the location of the Service and other factors. BT will provide an RJ45 line presentation to enable the Customer to order the correct equipment.

7.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.2.1 configure the Service;
- 7.2.2 dispatch BT Equipment and/or Purchased Equipment for delivery to the Customer's Site(s).
- 7.2.3 conduct a series of standard commissioning tests on the Service to ensure that it is configured correctly; and
- 7.2.4 on the date that BT has completed the activities in this paragraph 7.2, confirm to the Customer the Service Start Date.

7.3 During Operation

On and from the Service Start Date, BT:

- 7.3.1 will provide the Service with the reasonable skill and care of a competent telecommunications service provider.



- 7.3.2 will respond and use reasonable endeavours to remedy an Incident without undue delay if BT detects or if the Customer reports an Incident on the BT Network;
- 7.3.3 will work with the relevant supplier to restore Service as soon as practicable during Local Contracted Business Hours if BT detects or if the Customer reports an Incident on the Access Line;
- 7.3.4 not used;
- 7.3.5 may carry out Planned Maintenance from time to time and, in such instances, will endeavour to inform the Customer:
- (a) at least ten Business Days before any Planned Maintenance on the BT Network and/or BT Equipment, however the Customer is aware that BT may inform the Customer with less notice than normal where emergency Planned Maintenance is required; or
 - (b) without undue delay for scheduled Access Line maintenance by a supplier;
- 7.3.6 may, in the event of a security breach affecting the Service, require the Customer to change any or all of the Customer's passwords;
- 7.3.7 It is technically impracticable to provide a fault free Service and BT does not undertake to do so. BT will however endeavour to remedy any faults which significantly impair performance in so far as same may be attributable to any aspect of the Goods or Service over which BT has control. Occasionally for operational, technical, commercial or other reasons BT may:
- (a) change the codes and the numbers allocated to the Customer or alter or vary the technical specification or any other aspect(s) of the Service;
 - (b) suspend or terminate Service immediately without notice;
 - (c) give the Customer instructions which it believes are necessary; and
 - (d) vary the Service or any aspect thereof.
- BT will give the Customer as much notice as is possible before taking any of the above actions and whenever practicable will agree a time for suspension of the Service with the Customer.

7.4 The End of the Service

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

- 7.4.1 provide configuration information relating to the Service provided at the Site(s) in a format reasonably specified by BT; and
- 7.4.2 have the right to disconnect and remove any BT Equipment located at the Site(s); and

8. Customer Obligations

8.1 Service Delivery

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

- 8.1.1 provide BT with the name(s) and contact details of the individual(s) authorised to act on behalf of the Customer for Service management matters ("**Customer Contact**"), but BT may also accept instructions from a person who BT reasonably believes is acting with the Customer's authority;
- 8.1.2 The Customer Contact will:
- (a) be available and provide assistance and information during Service delivery;
 - (b) be available after Service delivery in accordance with the Service maintenance option as selected by the Customer;
 - (c) take Incident reports from Users, who may not contact BT directly;
 - (d) report Incidents to the Service Centre using the reporting procedures notified by BT and be available for all subsequent fault management communications; and



- (e) inform BT of changes to the information supplied when ordering the Service including any changes to the Customer Contact details.
- 8.1.3 provide BT with any information reasonably required without undue delay;
- 8.1.4 ensure that it has appropriate security policies, including data archiving, in place
- 8.1.5 provide BT with access to Customer Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Service;
- 8.1.6 complete any preparation activities requested by BT to enable the Customer to receive the Services promptly and in accordance with any reasonable timescales;
- 8.1.7 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;
- 8.1.8 **provide, at its own cost, any necessary internal cabling between the BT Equipment and any Customer Equipment (including PBX).**
- 8.1.9 Some Services require the Customer to provide a PSTN or ISDN line(s). The Customer will pay all Charges related to provision and use of and report any faults in such lines directly to the supplier. The lines may only be used in connection with the Service.
- 8.1.10 ensure that the LAN protocols and applications it uses will be compatible with the Service;
- 8.1.11 provide and maintain a PSTN, ISDN or broadband line(s) at the Site(s) for exclusive use with the Service. The Customer will pay all charges related to provision and use of such line and report any incidents in such line(s) directly to the supplier of the line; and
- 8.1.12 **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.**
- 8.1.13 prepare and maintain the Site for the installation of BT Equipment and Purchased Equipment and supply of the Service, including, without limitation:
 - (a) provide a suitable and safe operational environment for any BT Equipment and/or Purchased Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and in accordance with applicable installation standards;
 - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers and/or provide any openings in buildings required to connect BT Equipment and/or Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance Services and carry out afterwards any work that may be required to make good any cosmetic damage caused during the installation or maintenance Services;
 - (c) provide BT, its employees, agents, consultants and subcontractors, with access to the Customer's premises or Customer contracted third party sites (including datacentres from BT and/or alternate providers or other third party contracted locations), offices and other facilities and utilities as is reasonably required by BT to provide the Service;
 - (d) provide a secure, continuous power supply at the Site for the operation and maintenance of the Service and BT Equipment and/or Purchased Equipment at such points and with such connections as BT specifies. In order to mitigate any Service interruption resulting from failure in the principal power supply, the Customer will provide back-up power with sufficient capacity to conform to the standby requirements of the applicable British standards;

8.2 Service Operation

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

- 8.2.1 **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.**



- 8.2.2 ensure that Users report Incidents to the Customer Contact and not to the Service Centre;
- 8.2.3 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Centre using the reporting procedures agreed between the Customer and BT, and will be available for all subsequent Incident management communications;
- 8.2.4 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
- 8.2.5 ensure that any Customer Equipment connected to or used, directly or indirectly, by the Customer in relation to the Service is:
 - (a) connected and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
 - (b) technically compatible with the Service and will not harm or damage BT Equipment, the BT Network, or any BT supplier or subcontractor's network or equipment; and
 - (c) approved and used in accordance with relevant instructions and Applicable Law;
- 8.2.6 immediately disconnect any Customer Equipment, or advise BT to do so at the Customer's expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 8.2.7 connect equipment to the Service only by using the NTE at the Site(s);
- 8.2.8 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
- 8.2.9 maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User.
- 8.2.10 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
 - (a) inform BT immediately if a user ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
 - (b) not change or attempt to change a user ID;
 - (c) take all reasonable steps to prevent unauthorised access to the Service; and
 - (d) satisfy BT's security checks if a password is lost or forgotten.
- 8.2.11 if requested to do so by BT in order to ensure the security or integrity of the Service, **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 change any or all passwords and/or other systems administration information used in connection with the Service;

8.3 The End of the Service

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

- 8.3.1. The Customer acknowledges and agrees that the Access Service cannot be terminated by the Customer until such time as Internet service Orders have been terminated or expired in accordance with the terms and conditions as described in this document.
- 8.3.2 Where the Customer is utilizing the Service as part of another service provided to the Customer by BT (including but not limited to BT Internet Access and BT MPLS services), the Customer may not terminate the element of the Service being used to provide the other service until such time as the other service is terminated or expires in accordance with the terms thereof.
- 8.3.3 On termination of the Service by either Party, or expiry, the Customer will:
 - (a) provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);
 - (b) disconnect any Customer Equipment from BT Equipment located at the Site(s);



- (c) not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
- (d) arrange for any BT Equipment located at the Site(s) to be returned to BT; and
- (e) be liable for any reasonable costs of recovery incurred by BT in recovering the BT Equipment.

9. Notification of Incidents

9.1 Where the Customer becomes aware of an Incident:

- 9.1.1 the Customer Contact will report it to BT's Service Centre;
- 9.1.2 BT will give the Customer a unique reference number for the Incident ("**Trouble Ticket**");
- 9.1.3 BT will inform the Customer when it believes the Incident is cleared, and will close the Trouble Ticket when:
 - (a) the Customer confirms that the Incident is cleared within 24 hours of being informed;
 - (b) BT has attempted unsuccessfully to contact the Customer, in the manner agreed between the Customer and BT, in relation to the Incident and the Customer has not responded within 24 hours of BT's attempt to contact; or
- 9.1.4 If the Customer confirms that the Incident is not cleared within 24 hours of being informed, the Trouble Ticket will remain open, and BT will continue to endeavour to resolve the Incident and, where appropriate, Availability Downtime will continue to be measured by BT, until the Trouble Ticket is closed in accordance with paragraph 9.1.3.
- 9.1.5 Where BT becomes aware of an Incident, paragraphs 9.1.2, 9.1.3 and 9.1.4 will apply.
- 9.1.6 If BT detects or the Customer reports an Incident in accordance with this paragraph, BT will do the following:
 - (a) Network Faults. BT will respond to reported faults without undue delay;
 - (b) Access Faults. Where a third party access tail is used BT will work with the relevant supplier to restore service as soon as practicable during Local Contracted Business Hours; and
 - (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.
- 9.1.7 BT is not responsible for rectifying any Incidents:-
 - (a) in any Customer, host or LAN application;
 - (b) in any cable, connector or interface between the BT Equipment and any Customer Equipment;
 - (c) in any equipment or device that is not provided by BT; or
 - (d) beyond the Service Management Boundary.

10. Invoicing

- 10.1 BT will invoice the Customer for the Charges for the Service in accordance with paragraph 10.1 in the amounts and currency specified in the Order(s) from the Service Start Date (unless otherwise specified on the Order(s)). For the purpose of calculating a charge payable for any period, each period will begin on the first day of the relevant month, and, for any period where Service is provided for less than one month, the Recurring Charges will be pro rata on a daily basis.
- 10.2 Unless stated otherwise in an applicable Order, BT will invoice the Customer for:
 - 10.2.1 Installation (activation) Charges, on the Service Start Date which will appear on the Customers first invoice;



- 10.2.2 Recurring Charges (e.g. rental) except Usage Charges, quarterly in advance on the first day of the relevant month (for any period where Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis); Charges for the Service will depend on the Service Bandwidth taken.
- 10.2.3 Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates;
- 10.2.4 any Charges for any Purchased Equipment on the Service Start Date, and those Charges which will apply from the date of delivery of that Purchased Equipment] Delete if equipment is not sold to the Customer as part of this Service;
- 10.2.5 De-installation Charges within 60 days of de-installation of the Service; and
- 10.2.6 any Termination Charges incurred in accordance with paragraph 11 upon termination of the relevant Service.
- 10.3 BT may invoice the Customer for any of the following Charges in addition to those set out in the Order:
- 10.3.1 Charges for investigating Customer reported Incidents where BT finds no Incident or that the Incident is outside the Service Management Boundary;
- 10.3.2 Charges for commissioning the Service as set out in paragraph 7.2 outside of Business Hours;
- 10.3.3 Charges for restoring Service if the Service has been suspended in accordance with clause 10.1.2 of the GTC;
- 10.3.4 Charges for cancelling the Service in accordance with clause 17 of the GTC;
- 10.3.5 Charges for expediting provision of the Service at the Customer's request after the Customer has been informed of the Customer Committed Date;
- 10.3.6 Excess Construction Charges and
- 10.3.7 any other Charges BT is required to pay by a third party access provider.
- 10.4 BT may revise the Charges on 30 days prior notice to the Customer. The new rate shall apply on the expiry of the 30 day notice period unless the Customer has given notice to terminate the Service prior to the expiration of the notice period, with the exception that where an increase in Charges is due to the action or order of a regulatory, governmental, or other competent authority with responsibility for telecommunications law and regulation, the Customer will not be entitled to terminate the Service by reason of the increase in Charges.
- 10.5 BT reserves the right to revise the Charges no more than twice in any period of 12 months. BT will give the Customer 6 weeks' written notice of any increases in Charges. If the Customer does not accept the increased Charges the Customer may terminate the Service, such termination to take effect on expiry of the notice period and termination charges will not apply.
- 10.6 BT may, at any time, require the Customer to pay a deposit or provide or procure a guarantee as security for payment of future bills. Credit terms are subject to review by BT from time to time and BT shall at all times have the right to suspend or vary any credit terms granted. The Customer authorises BT to check its credit status with any credit reference agency or bureau as it deems fit from time to time and to pass credit information about the Customer to any credit reference agency or bureau at any time. If the Customer is not satisfied with the information about the Customer which BT receives from any credit reference agency or bureau the Customer must deal directly with the credit reference agency or bureau. If, following a credit check, BT is dissatisfied with the credit status of the Customer, BT reserves the right to (a) decline the Customer's application for the Service; or (b) where the provision of Service has commenced, suspend the Service to the Customer and/or terminate the Order immediately without liability to BT.

11. Termination for Convenience and Charges at the End of the Contract

- 11.1 If the Customer terminates Service, for convenience, during the Minimum Period of Service, to one or more Sites (other than because BT has increased the charges payable for the Service or if BT



terminates Service for breach before the Minimum Term has expired), then, in addition to all outstanding charges for Service rendered, the Customer will pay the Termination Charges being:

11.1.1 (a) an amount equal to the Recurring Charges per Site for any remaining months of the first 12 months of the Minimum Term; and (b) an amount equal to 20% of the Recurring Charges per Site for all other remaining Months of the Minimum Term; and (c) any waived installation Charges per Site where Service is terminated within the first twelve months of the Minimum Term; and (d) any additional charges which BT has to pay a supplier as a result of early termination of the Service; and (e) any remaining charges outstanding with regard to BT Equipment; and (f) De-installation Charges.

11.2 On the last day of the Minimum Period of Service or any Renewal Period, BT will invoice the Customer for:

11.2.1 any outstanding Charges for Service rendered;

11.2.2 De-installation Charges; and

11.2.3 any other Charges set out in the Order.

12. Service Amendment

12.1 The Customer may request, by giving Notice to BT, an amendment to:

12.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or

12.1.2 the Service at any time after the Service Start Date.

12.2 If the Customer exercises its right under paragraph 12.1, and except where any amendment results from BT's failure to comply with its obligations under the Contract, BT will, within a reasonable time, provide a written estimate to the Customer including:

12.2.1 the likely time required to deliver the amended Service; and

12.2.2 any variations to BT's Charges arising from the amendment.

12.3 BT has no obligation to proceed with any amendment requested by the Customer under paragraph 12.1, unless and until the Parties have agreed in writing on the necessary changes to its Charges, implementation timetable and any other relevant terms of the Contract to take account of the change.

12.4 If BT changes a Service prior to the Service Start Date due to incomplete or inaccurate information provided by the Customer, BT may, in its reasonable discretion, apply additional reasonable one-time and/or Recurring Charges.

13. IP Addresses, Domain Names and Telephone Numbers

13.1 The Customer or Customer End User is responsible for registering its Domain Name(s) and, except if the Customer or Customer End User contracted for the DNS option with BT, providing primary and secondary DNS. If the Customer or Customer End User is moving to the Service from another ISP, then the Customer or Customer End User is responsible for notifying the local registration authority of the change to the Customer or Customer End Users existing Domain Name(s). In some locations the Customer or Customer End User may be restricted in the number of Domain Name changes per month.

13.2 The Customer or Customer End User shall:

keep secure all information relating to Authorised Users it acquires using the Service; and

keep personal data or other information subject to the Data Protection Act 1988 and 2003, as amended, in accordance with all applicable Data Protection and privacy requirements (of whatever jurisdiction) and not use or disclose such information for any unlawful purpose.

13.3 The Customer or Customer End User is solely responsible for any transactions of any kind entered into between the Customer or Customer End User and the Authorised User or any other third parties accessing or acting in reliance on the Service, Customer Information, Content, or Third Party



Information. BT will not be a party to or in any way responsible for any transaction between the Customer or Customer End User and an Authorised User or other third party.

- 13.4 The Customer or Customer End User acknowledges that limits on data transfer levels may apply to the Service. If the Customer or Customer End User wishes to exceed such limits, if applicable, then it must request such additional size in writing to BT and additional charges may be payable.
- 13.5 The Service, if applicable, enables access to the Internet. The Internet is separate from the Service and use of the Internet is solely at the Customer's risk and subject to all applicable laws. BT has no responsibility for any information, software, services or other materials obtained by the Customer using the Internet.
- 13.6 The Customer acknowledges and agrees that where a fixed internet protocol address is provided under this Agreement, such an internet protocol address shall at all times remain the sole property of BT and/or its licensors. Each dynamic internet protocol address which is provided now or hereafter by BT to the Customer shall at all times remain the property of BT or its licensors and each such provision shall constitute a licence made by BT to the Customer pursuant to which the Customer may use such address in accessing the Service for the duration of a single session. At the end of any session, the licence made by BT to the Customer shall be automatically terminated and revoked.

14. Equipment, Property and Risk

- 14.1 BT Equipment will remain the property of BT at all times and risk in BT Equipment will pass to the Customer upon delivery, whether or not the BT Equipment has been installed.
- 14.2 From the time of delivery, any BT Equipment provided shall be at the risk of the Customer who shall be solely responsible for its custody and maintenance but unless the Router is purchased outright, title in the BT Equipment shall not pass to the Customer. Title in any Purchased Equipment will not pass to the Customer until payment has been received in full.
- 14.3 The Customer shall:
- 14.3.1 keep the BT Equipment comprehensively insured against loss or damage by accident, fire, theft and other risks usually covered by insurance in the type of business for which the BT Equipment has been supplied in an amount at least equal to the balance of the price for the same from time remaining outstanding.
- 14.3.2 At all times BT shall be entitled to require the Customer to deliver up or to recover directly the BT Equipment in which title has not passed to the Customer and for that purpose the Customer hereby grants to BT its agents and employees an irrevocable license to enter any premises where such BT Equipment is stored in order to repossess same.
- 14.4 In the event of a valid claim for non-delivery, loss, damage or non-compliance with the Agreement, BT undertakes at its option either to repair, re-configure, re-supply or replace the BT Equipment at its expense but shall not be under any further or other liability to any person in connection with such non-delivery, loss, damage or non-compliance.
- 14.5 BT's obligations contained in Section 14.4 (above) are subject to:
- 14.5.1 the BT Equipment having been used in an appropriate manner and/or as prescribed in the operating instructions (if any); and
- 14.5.2 faulty parts being returned to BT at the Customer's expense if so requested; and
- 14.5.3 the BT Equipment not having been modified or repaired except by BT or otherwise interfered with.
- 14.6 Goods.
- 14.6.1 If the Customer purchases any BT Equipment outright the period for delivery of Goods shall be the period within which the Goods are intended to be dispatched from BT's premises and shall be calculated from the time of the receipt by BT of the Form or from the receipt of all necessary information to enable BT to manufacture or procure the manufacture of the Goods whichever shall be the later and the Customer shall take delivery of the Goods within that period. If for any reason the Customer is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery BT may at its sole discretion without prejudice to its further rights store the Goods at the risk of the Customer and take all reasonable steps



to safeguard and insure them at the cost of the Customer provided that the Customer shall be immediately informed thereof.

14.7 Defective Goods

14.7.1 No liability for non-delivery, loss or damage to the Goods occurring prior to delivery or for any claim that the Goods are not in accordance with the Agreement will attach to BT unless claims to that effect are notified in writing by the Customer to BT (and in the case of claims for non-delivery loss or damage, with a copy to the carrier if BT's own vehicles have not been used to deliver the Goods): -

- (a) within thirty days of delivery for loss, damage or noncompliance with the Agreement or
- (b) for non-delivery, within ten days of the date of the invoice

14.8 If the Customer shall fail to give notice in accordance with paragraph 14.7 above, the Goods shall be deemed to be in all respects in accordance with the Agreement and the Customer shall be bound to accept and pay for the same accordingly.

14.9 In the event of a valid claim for non-delivery, loss, damage or non-compliance with the Agreement, BT undertakes at its option either to credit the full price for the Goods to the Customer; or to repair, re-configure, re-supply or replace the Goods at its expense but shall not be under any further or other liability to any person in connection with such non-delivery, loss, damage or non-compliance.

14.10 BT's obligations contained in paragraph 14.9 above, are subject to:

- (a) the Goods having been used in an appropriate manner and/or as prescribed in the operating instructions (if any); and
- (b) faulty parts being returned to BT at the Customer's expense if so requested; and
- (c) the Goods not having been modified or repaired except by BT or otherwise interfered with.

14.11 BT has the exclusive right to manage the configuration of BT Equipment. Any change in the configuration of BT Equipment is the exclusive responsibility of BT.

14.12 The Customer will not use BT Equipment other than in accordance with BT's written instructions or authorisation and will not move, add to, reconfigure, modify or otherwise interfere with BT Equipment, nor permit any other person (other than a person authorised by BT) to do so. The Customer will be liable to BT for any loss of or damage to BT Equipment, except where the loss or damage is a result of fair wear and tear or caused by BT. The Customer will not move or relocate any BT Equipment without BT's prior written consent and the Customer will pay BT's costs or expenses reasonably incurred as a result of such move or relocation.

14.13 The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.

14.14 BT does not make any representations, whether express or implied, with respect to the interoperability between the Service and any Customer Equipment.

14.15 BT's written representations as to compatibility and compliance of equipment will apply in relation to Purchased Equipment for use with the Service.

14.16 BT is not responsible for managing or correcting:

- (a) any Customer host or local area network application; nor
- (b) any cable, connector or interface between the BT Equipment and any Customer Equipment; nor



(c) any equipment or device that is not provided by BT; nor

(d) any fault beyond the Service Management Boundary

14.17 The Service Management Boundary of the BT Internet Access Service is the network terminating equipment (NTE) of the Access Line provided as part of the Service. This includes the provisioning and maintenance of all elements up to the Service Management Boundary.

15. Warranties

15.1 BT Warranties

15.1.1 BT will provide the Service with the reasonable skill and care of a competent telecommunications service provider.

15.1.2 It is technically impracticable to provide a fault free Service and BT does not undertake to do so. BT will however endeavour to remedy any faults which significantly impair performance in so far as same may be attributable to any aspect of the BT Equipment or Service over which BT has control.

15.1.3 BT represents and warrants that the Network, and the BT Equipment (including any subsequent versions, upgrades, enhancements, modifications and bug fixes thereto) shall not knowingly infringe upon or violate any patent, copyright, trademark, trade secret or any other proprietary right of any third party.

15.1.4 Subject to the paragraph 15.1.3, BT makes no warranty whatsoever in relation to the Service or BT Equipment and its or their operation. Any conditions or warranties (whether express or implied by statute, common law or arising from conduct or a previous course of dealing or trade custom or usage) as to the quality of the same or their fitness for any particular purpose (even if that purpose is made known expressly or by implication to BT) is denied.

15.1.5 BT (as is hereby acknowledged and agreed by the Customer) makes no representations or warranties, express or implied, as to the accuracy, completeness, legality, veracity or reliability of the Content or the Information or results which may be derived from either

15.1.6 the Customer accepts that BT does not monitor or exercise editorial control over messages or other data sent over the Service or otherwise available on the Internet and that the security of the Internet as a communication medium, or as a medium for purchasing or payment cannot be guaranteed and that BT shall have no liability in connection therewith.

15.1.7 Subject to this Section 15 BT (as is hereby acknowledged and agreed by the Customer) gives neither any assurance nor warranty, nor representation that the use and reception of the Service will not be interrupted or error free nor does BT give any assurances, warranties or representations as to its fitness for a particular purpose intended.

15.1.8 The Agreement for the provision of the Service or for the sale of Goods shall not constitute a sale by description or sample.

15.1.9 Except as expressed in this Agreement and subject to this Section 7.1 BT (as is hereby acknowledged and agreed by the Customer) makes no further warranties or representations either express or implied in relation to the Service, the BT Equipment, the Goods or any other aspect of the obligations on the part of BT to be performed pursuant to the terms of the Agreement

15.2 Customer Warranties

15.2.1 The Customer or Customer End User warrants that it does not act as a consumer in relation to the transaction(s) governed by the Agreement but in the course of its business.

15.2.2 The Customer or Customer End User warrants that it shall not knowingly infringe upon or violate any patent, copyright trademark, trade secret or any other proprietary right of any third party.



- 15.2.3 The Customer or Customer End User warrants that the Customer Information and Third Party Information will not include any information or material, any part of which, or the accessing of which or use of which would be a criminal offence or otherwise unlawful. In particular The Customer or Customer End User warrants that all necessary licences and consents (including but not limited to those from owners of copyrights or performing rights) have been obtained.
- 15.2.4 The Customer or Customer End User represents and warrants to BT that it will not engage in any activities:
- a) that constitute or encourage a violation of any applicable law or regulation, including but not limited to the sale of illegal goods or the violation of export control or obscenity laws;
 - b) that defame, impersonate or invade the privacy of any third party or entity;
 - c) that infringe the rights of any third party, including but not limited to the intellectual property, business, contractual, confidentiality or fiduciary rights of others; and,
 - d) that are in any way connected with the transmission of "junk mail" "spam", "chain letters", "pyramid schemes" or the unsolicited mass distribution of e-mail, or with any unethical marketing practices; or
 - e) which involve sending any email or other type of electronic message with the intention or result of affecting the performance or functionality of any computer facilities.
- 15.2.5 All IP addresses 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 or Customer End Users rights to use such IP addresses will cease on termination or expiration of the Service.



Part C – Service Levels

Service Levels Annex

This Service Levels Annex is applicable to both Etherflow & Etherway Access.

16 Service Levels

BT will use its reasonable endeavors to achieve the Delivery, Availability and restoration time 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 Circuit within the SMB unless otherwise stated in this Schedule or in the Order.

Service Credits will be based on Circuit Charges, that is, the monthly charges for the Service to a circuit as set out in the Order. Where there are dual circuits to a customer site and in the event that both circuits fail, the provisions of the Service Levels Annex shall apply. For Services with usage charges, the Circuit Charges used to calculate Service Credits, shall be the sum of the recurring Usage Charges for the last three (3) months divided by three (3).

16.1 Delivery

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

- 16.1.1 The Customer may request a delivery date on the Order for each Circuit, 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.
- 16.1.2 If Delivery of the Service occurs after the CCD the Customer may claim a Service Credit of 4% of the Circuit Charges for each Business Day's delay, up to a maximum of one month's Circuit Charges.
- 16.1.3 If at any time BT agrees to use reasonable endeavours to expedite Delivery, this will not affect the original CCD and no Service Level will apply to any expedited date.
- 16.1.4 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, this may affect the original CCD. In such cases BT reserves the right to re-negotiate a new date for Delivery and the Service Level for the original CCD will no longer apply.

16.2 Availability

- 16.2.1 BT will assign an availability category ("SLA Category") determined by the Service, configuration and Site location. The SLA category applicable to each Site or Circuit (as applicable) shall be advised to the Customer and stated on the Order. Each SLA Category has an associated Annual Performance Target (APT), which is used to calculate the APT Downtime.
- 16.2.2 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.
- 16.2.3 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".
- 16.2.4 If the cumulative Downtime in any SLA Year (or portion of a SLA Year for Site 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.
- 16.2.5 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	Standard Service Credits	Elevated Service Credits



			Service Credits		
Cat A+	=>99.99%	1 hour	immediate	4% of Circuit Charges for each started 15 minutes of Downtime above the SCSP	8% of Circuit Charges for each started 15 minutes of Downtime
Cat A	=>99.95%	4 hours	immediate	4% of Circuit Charges	8% of Circuit Charges
CAT B+	=> 99.93%	6 hours	1 hour	4% of Circuit Charges	8% of Circuit Charges
Cat B	=>99.90%	8 hours	1 hour	4% of Circuit Charges	8% of Circuit Charges
Cat C	=>99.85%	13 hours	3 hours	4% of Circuit Charges	4% of Circuit Charges
Cat D	=>99.80%	17 hours	5 hours	4% of Circuit Charges	4% of Circuit Charges
Cat E	=>99.70%	26 hours	7 hours	4% of Circuit Charges	4% of Circuit Charges
Cat F	=>99.50%	43 hours	9 hours	4% of Circuit Charges	4% of Circuit Charges
Cat G	=>99.00%	87 hours	11 hours	4% of Circuit Charges	4% of Circuit Charges
Cat H	=>98.00%	175 hours	13 hours	4% of Circuit Charges	4% of Circuit Charges
Cat I	=>97.00%	262 hours	15 hours	4% of Circuit Charges	4% of Circuit Charges

Table 1: Service Configuration & Site Location

16.2.6 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.

16.2.7 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.

16.2.8 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;
- (e) for incidents due to any Customer performed network configurations not approved by BT;
- (f) 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
- (g) if an incident is reported and BT cannot confirm that an incident exists after performing tests.

16.2.5 Where any single Qualifying Fault arises from one or more Etherflow/Etherway Access failures that affect(s) more than one Site, Service Credits will be applied only to the Site with the lowest Site Charges. Where multiple Sites that are connected to a hub Site fail, then the total Service Credits for failure at those Sites will not exceed the Service Credits that would apply if only the hub Site had failed.

16.3 General Exclusions

- 16.3.1 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.
- 16.3.2 Only measurements carried out by BT shall be used in the calculation of Service Credits.
- 16.3.3 Where any single Qualifying Fault arises from one or more Circuit(s) failures that affect(s) more than one Site, Service Credits will be applied only to the Site with the lowest Site Charges. Where multiple Sites that are connected to a hub Site fail, then the total Service Credits for failure at those Sites will not exceed the Service Credits that would apply if only the hub Site had failed.
- 16.3.4 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 carry out necessary repairs to 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) if failure is due to matters beyond the reasonable control of BT as detailed in the contract 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 contract terms and conditions.

16.4 Payment of Service Credits

- 16.4.1 To qualify for Service Credit(s), and before any Service Credit(s) can be applied, the Customer must make a claim, providing full details of the reason for the claim, within 25 days of the end of the Month in which poor performance occurred.
- 16.4.2 Service Credits will normally be made by deduction from the Customer's invoice within two billing cycles of a claim being received.
- 16.4.3 Any failure to meet the Service Levels shall not be considered a material breach of the contract terms and conditions.



17 Defined Terms

In addition to the defined terms in the GTC, capitalised terms in this Schedule will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the GTC, these defined terms will take precedence for the purposes of this Schedule):

“**Access Line**” means a physical connection and/or a virtual connection to a site or a Circuit connecting a Site to the BT Network.

“**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 BT in accordance with paragraph **Error! Reference source not found.**

“**Availability Service Credit**” means the Service Credit calculated at the Standard Availability Service Credit Rate or at the Elevated Availability Service Credit Rate as applicable.

“**Availability Service Level**” has the meaning given in in paragraph 16.2.

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

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

“**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.

“**Contracted Maintenance Hours**” means the times when BT shall provide maintenance for BT Equipment. These shall be 24 hours per day, seven days per week and 365 days per year unless stated otherwise.

“**Customer Committed Date**” has the meaning given in paragraph (b).

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

“**Customer End User**” means an end user to whom the Service is resold by a Customer.

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

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

“**Delivery Service Level**” has the meaning given in paragraph **Error! Reference source not found.**

“**Delivery Service Credits**” has the meaning given in paragraph 16.1.

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

“**Downtime**” means the period of time during which a Qualifying Fault(s) exists.

“**Elevated Availability Service Credit Rate**” means the applicable rate as set out in the table at paragraph **Error! Reference source not found.** for the relevant SLA Category.

“**Etherflow/Etherway Services**” means the services for Etherflow/Etherway Access as set out in paragraph 2 of this Service Schedule.

“**Etherflow Virtual Connection (“EVC”)**” means an EVC which is configured to provide a virtual path over the BT Network between the Customer’s selected Sites.

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

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

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



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

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

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

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

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

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

"Minimum Period of Service" means a period of 12 consecutive months beginning on the Service Start Date, unless otherwise set out in an Order.

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

"Network Terminating Equipment" or **"NTE"** means the BT Equipment used to provide the Service, either at the point of connection between the BT Network and the Access Line, or provided at the Site(s) for connection to the Network Terminating Unit.

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

"Port Based" means that the Internet Service does not require VLAN tagging and only a single EVC can route through the Service.

"PSTN" means Public Switched Telephone Network, which is the concentration of the world's public circuit switched telephone networks.

"Qualifying Incident" means a Severity Level 1 Incident, except where any of the following events have occurred:

- (a) the Service has been modified or altered in any way by the Customer, or by BT in accordance with the Customer's instructions;
- (b) Planned Maintenance;
- (c) the Customer has performed any network configurations not approved by BT;
- (d) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests; or
- (e) the Customer requested BT to test the Service at a time when no Incident has been detected and/or reported.

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

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

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

"Service" means the Internet access service provided pursuant to this Service Schedule and further set out in paragraph 1.

"Service Centre" has the meaning given in paragraph 7.1.1.



“**Service Level**” means each of the Delivery Service Level and the Availability Service Level as may be applicable to a Service and as is provided by BT to the Customer in a Service Level Agreement (if applicable)..

“**Service Management Boundary**” means the demarcation point up to which BT will manage the Service as described in paragraph 4.1.

“**Severity Level 1 Incident**” means an Incident that cannot be circumvented and that constitutes a complete loss of Service at the Site or Circuit.

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

“**SLA Category**” means the SLA category as set out in paragraph **Error! Reference source not found.** in relation to the Service, Site or Circuit:

“**Standard Availability Service Credit Rate**” means the applicable rate as set out in the table at paragraph 5 for the relevant SLA Category.

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

“**Trouble Ticket**” has the meaning given in paragraph 9.1.2.

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

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

“**VLAN Aware**” is the name given to a feature which allows BT Etherflow Service to be separated logically by VLAN tags in accordance with IEEE 802.1q, enabling multiple EVCs to run over the Service.