

# BT Internet Connect Ireland

## Schedule to the General Terms and Conditions

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## Part A – The Service

### 1. Service Summary

BT Internet Connect Ireland provides robust, reliable, high performance, managed Internet access. It is designed specifically for enterprises, multinational corporations and content providers to connect Sites to the Internet, from branch offices to data centres, and to facilitate applications such as e-mail, access to the public Internet and Intranet/Extranet deployment. BT will provide the standard service components, as described in Section 2 below (with the exception of paragraph 2.5) and as may be further specified in the Order, together with the additional optional service features as described in paragraph 2.5 where selected by the Customer and set out in the Order (the “Service”).

### 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 **Access Line** - BT or its agent will arrange for the Site(s) to be connected to an Internet Point of Presence (“PoP”) using the type of Access Line set out in the Order. The Access Line option available at a Site is: Ethernet Access Line.
- 2.2 **Ethernet Access** - There are two methods of access which may be available to the Customer as described herein. The Access method selected by the Customer shall be as set out in the Order. The two methods are:
- (a) Fibre Etherway
- (b) EFM Etherway
- 2.3 **Fibre Etherway** - Fibre Etherway Access Line Charges will be notified to the Customer by BT, however such charges are subject to a final engineering survey (which may be carried out subsequent to signature of this Order) and may not include any additional civil works which may arise. Additional Charges may apply in respect of the costs associated with (a) installing any new duct, and/or; (b) clearing the existing duct, and/or; (c) new piling, duct and/or fibre build work, and/or; (d) any civil works which may be necessary to establish a connection between the nearest BT Point of Presence and the Customer’s premises. Customer site establishment costs may be separately quoted as required. BT will endeavour to notify the Customer of any additional Fibre Etherway Access Line Charges (incurred in accordance with this section) within 18 days after placement of order. The Customer may cancel the Order before the Service Start Date, however will be liable for payment of Termination Charges calculated in accordance with clause 16 of the General Terms (which will be notified by BT to the Customer).
- 2.4 **EFM Etherway** - EFM Etherway orders are subject to survey, which is a check to determine if BT’s supplier can deliver the copper-based access. If the initial enquiry shows that the Service is available but later it is found from the survey that it cannot be delivered, BT will inform the Customer of alternative access options and prices. The Customer may order an alternative or cancel the Order for that Site provided that BT may in that event charge Customer for all reasonable costs incurred by BT. BT cannot guarantee the specific speeds of access until final delivery of the connection upon completion of the network synchronisation.
- 2.5 **Ethernet Access Line Resilience**
- 2.5.1 If the Customer selects one of the following Access Line resilience options as part of the Service, BT will provide a second Access Line to improve the Availability of Internet connectivity at a Site(s). Not all options are available in all locations.

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

- 2.5.2 If the Customer selects Access Line resilience as a Service option, then depending on the
- 2.5.3 Customer's preferences and the configuration, routing protocol and speeds of its network, BT can configure the second Access Line for:
- 2.5.4 'Failover' – with this option BT provides a second Access Line as a backup to the primary Access Line. The primary and secondary Access Lines are connected to two (2) different access Routers which are configured so that if the primary Access Line fails traffic will route via the secondary Access Line; responsibility for configuring failover for customer premises equipment (CPE) rests with the customer
- 2.6 IP Address Allocation and Management**
- 2.6.1 BT will manage the IP addresses that are used with the Service. The Customer will specify in the Order whether it will use its existing IP addresses with the Service, or whether it requires IP addresses to be allocated by BT.
- 2.6.2 If BT allocates IP addresses to be used with the Service, the Customer will return those IP addresses to BT when the Service is cancelled or ceased.
- 2.6.3 If the Customer elects to use its existing IP addresses with the Service, the Customer will ensure that its existing IP addresses are not allocated to any other entity by any Regional Internet Registry.
- 2.7 Static or Dynamic Routing**
- 2.7.1 The Customer will specify in the Order whether communication between the Customer's network into the Internet will be static or dynamic (using BGP routing).
- 2.7.2. If the Customer specifies dynamic BGP routing with the Service, the Service will require an autonomous system number ("ASN") to be used with it. The Customer will specify whether it will use its existing Public ASN or Private ASN, or whether it wishes BT to assign a Private ASN.
- 2.7.3 If BT allocates a Private ASN to be used with the Service, the Customer will return this ASN to BT when the Service is cancelled or ceased.
- 2.8 Domain Name System ("DNS") Service** – BT will provide a caching DNS server to hold a number of frequently used DNS entries, to enable faster resolving of IP addresses and to relieve the DNS servers of some of their work. BT will configure its servers to enable reverse DNS resolution for Customers whose

IP addresses are allocated by BT as part of the Service. Reverse DNS lookup is the process of finding a host name (e.g. www.bt.com) corresponding to an IP address on the public Internet using a Domain Name System.

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

#### 2.10 **Fault Detection** –

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

- i. Network Faults. BT will respond to reported faults incident without undue delay.
- ii. Access Faults. BT will work with the relevant supplier to restore service as soon as practicable during local contracted business hours.
- iii. 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.

(b) BT is not responsible for rectifying any faults:-

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

#### 2.11 **BT Equipment (Network Terminating Equipment or “NTE”)**

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

BT will:

- . Deliver and install the NTE at the Site;
- . Conduct acceptance testing of the NTE to confirm Access Line is operational

### 3. **Service Management Boundary**

3.1 The SMB of the Service is the LAN interface on the NTE. This includes provision, maintenance and management of all elements up to the SMB. The cable which connects to the Customer’s equipment is the responsibility of the Customer (“**Service Management Boundary**”).

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

### 4. **Specific Terms and Conditions**

#### 4.1 **Minimum Period of Service**

4.1.1 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.

4.1.2 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.

#### 4.2 **Access to Emergency Services**

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.

## Part B – Service Delivery and Management

### 5. BT Obligations

#### 5.1 Service Delivery

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

- 5.1.1 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**”);
- 5.1.2 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
- 5.1.3 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 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
- 5.1.4 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.

#### 5.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 5.2.1 configure the Service;
- 5.2.2 conduct a series of standard tests on the Service to ensure that it is configured correctly;
- 5.2.3 connect the Service to each Enabling Service;]
- 5.2.4 BT will confirm delivery of the Access Line, configure the Service and conduct acceptance testing of the NTE to confirm Access Line is operational; and
- 5.2.5 on the date that BT has completed the activities in this paragraph 5.2, confirm to the Customer the Service Start Date.

#### 5.3 During Operation

On and from the Service Start Date, BT:

- 5.3.1 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;
- 5.3.2 will work with the relevant supplier to restore Service as soon as practicable during Local Contracted Business Hours if BT detects or if the Customer reports an Incident on the Access Line;
- 5.3.3 [may carry out Planned Maintenance from time to time and, in such instances, will endeavour to inform the Customer:
  - (a) at least five 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;
- 5.3.4 BT provides a pair of DNS resolvers for the Customer to resolve DNS records. The Service is considered delivered even if only one of the resolvers notified to the Customer is operational.
- 5.3.5 BT can assist with traffic migration after the Service Start Date subject to an additional charge.

#### 5.4 The End of the Service

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

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

## 6. Customer Obligations

### 6.1 Service Delivery

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

- 6.1.1 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;
- 6.1.2 provide BT with any information reasonably required without undue delay;
- 6.1.3 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;
- 6.1.4 complete any preparation activities requested by BT to enable the Customer to receive the Services promptly and in accordance with any reasonable timescales;
- 6.1.5 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;
- 6.1.6 ensure that the LAN protocols and applications it uses will be compatible with the Service;
- 6.1.7 ensure that it puts appropriate measures in place to enable Users to call emergency services;
- 6.1.8 If the Customer is an ISP, the Customer will:
  - (a) include in its contracts with its customers and/or Users, conditions of use equivalent to those in BT’s Acceptable Use Policy.
  - (b) if BT is providing IP addresses, ensure that its customers and/or Users have only a single IP address within the Customer’s network; and
  - (c) provide a support function for customers and/or Users connected to its network who shall use such support function to report all faults, queries and complaints. BT will not provide support directly to any of the Customer’s customers and/or Users.
- 6.1.9 If the Customer provides its own IP addresses, it will ensure that;
  - (a) its existing (Provider Independent Resources) IP addresses are registered with an approved Internet registration authority;
  - (b) these are at least a ‘/24’ address block (minimum of 256 addresses);
  - (c) when requested by BT, or if any changes are made by the Customer to the IP address(es), the Customer will provide BT with up-to-date records relating to the IP addresses for publication on the Regional Internet Registry;
  - (d) it is familiar with, and complies with the Regional Internet Registry policies that apply to the provision of such IP addresses. Violation of these policies is a material breach of the Agreement and the PIR will return by default to the relevant Regional Internet Registry.

### 6.2 Service Operation

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

- 6.2.1 ensure that Users report Incidents to the Customer Contact and not to the Service Centre;
- 6.2.2 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;
- 6.2.3 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
- 6.2.4 ensure that any Customer Equipment connected to or used, directly or indirectly, by the Customer in relation to the Service is:
  - (a) powered and enabled 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;
- 6.2.5 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;
- 6.2.6 connect equipment to the Service only by using the NTE at the Site(s);
- 6.2.7 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users’ access to the Service;
 

maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User.
- 6.2.8 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
- 6.2.9 comply with the provisions of any Software licences provided with or as part of the Service;
- 6.2.10 ensure that it has appropriate measures in place to enable Users to call emergency services at all times; and

## 7. Notification of Incidents

- 7.1 Where the Customer becomes aware of an Incident:
- 7.1.1 the Customer Contact will report it to BT's Service Centre;
- 7.1.2 BT will give the Customer a unique reference number for the Incident ("**Trouble Ticket**");
- 7.1.3 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
- 7.1.4 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 7.1.3.
- 7.1.5 : Where BT becomes aware of an Incident, paragraphs 7.1.2, 7.1.3 and 7.1.4 will apply.

## 8. Invoicing

- 8.1 BT will invoice the Customer for the Charges for the Service in accordance with paragraph 8.2 in the amounts and currency specified in the Order(s).
- 8.2 Unless stated otherwise in an applicable Order, BT will invoice the Customer for:
- 8.2.1 Installation Charges, on the Service Start Date;
- 8.2.2 Recurring Charges, except Usage Charges, monthly 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);
- 8.2.3 Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates;
- 8.2.4 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;
- 8.2.5 De-installation Charges within 60 days of de-installation of the Service; and
- 8.2.6 any Termination Charges incurred in accordance with paragraph 99 (Charges at the end of the Contract) upon termination of the relevant Service.
- 8.3 The Charges for the Service will comprise some or all of the following components, depending on the option selected on the Order:

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

- 8.4 BT may invoice the Customer for any of the following Charges in addition to those set out in the Order:
- 8.4.1 Charges for investigating Customer reported Incidents where BT finds no Incident or that the Incident is outside the Service Management Boundary or a Customer Domain Incident; BT may charge the Customer for the components set out in the below.
- Standard Helpdesk Support per incident
  - Field Engineering (BT Engineers) site visits
- 8.4.2 Charges for commissioning the Service as set out in paragraph 5.2 outside of Business Hours;
- 8.4.3 All reconfiguration changes after the Service Start Date
- 8.4.4 Charges for restoring Service if the Service has been suspended in accordance with clause 10.1.2 of the GTC;
- 8.4.5 Charges for cancelling the Service in accordance with clause 17 of the GTC;

- 8.4.6 Charges for expediting provision of the Service at the Customer's request after the Customer has been informed of the Customer Committed Date;
- 8.4.7 Any Charges incurred by BT where Customer fails to carry out any of the Customer responsibilities set out in Section 6 (above) or as set out in the General Terms and Conditions; and
- 8.4.8 any other Charges set out in any applicable Order or otherwise agreed between the Parties.

## 9. Charges at the End of the Contract

- 9.1 If the Customer exercises its right under clause 18 of the GTC to terminate the Contract or any Service, for convenience, during the Minimum Period of Service, the Customer will pay to BT by way of compensation:
  - 9.1.1 all outstanding Charges for Service rendered;
  - 9.1.2 an amount equal to 20 per cent of the Recurring Charges for the part(s) of the Service terminated for all other remaining months of the Minimum Period of Service;
  - 9.1.3 [the following additional charges that BT has to pay a supplier as a result of early termination of the Service:
  - 9.1.4 any remaining Charges outstanding with regard to BT Equipment or Purchased Equipment;
  - 9.1.5 De-installation Charges; and
  - 9.1.6 during the first 12 months of the Minimum Period of Service only:
    - (a) an amount equal to 100 per cent of the Recurring Charges for the part(s) of the Service terminated for any remaining months of the first 12 months of the Minimum Period of Service; and
    - (b) any waived Installation Charges for the part(s) of the Service(s) that will be terminated.
- 9.2 On the last day of the Minimum Period of Service or any Renewal Period, BT will invoice the Customer for:
  - 9.2.1 any outstanding Charges for Service rendered;
  - 9.2.2 De-installation Charges;
  - 9.2.3 insert here any additional charges to be invoiced upon expiry of the Service; and
  - 9.2.4 any other Charges set out in the Order.

## 10. Service Amendment

- 10.1 The Customer may request, by giving Notice to BT, an amendment to:
  - 10.1.1 an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or
  - 10.1.2 the Service at any time after the Service Start Date.
- 10.2 If the Customer exercises its right under paragraph 10.1, 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:
  - 10.2.1 the likely time required to deliver the amended Service; and
  - 10.2.2 any variations to BT's Charges arising from the amendment.

- 10.3 BT has no obligation to proceed with any amendment requested by the Customer under paragraph 10.1, 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.
- 10.4 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.

## 11. IP Addresses, Domain Names and Telephone Numbers

- 11.1 Except for IP Addresses expressly registered in the Customer's name, all IP Addresses and BT based Domain Names made available with the Service will at all times remain the property of BT or its suppliers and will be non-transferable. All the Customer's rights to use such IP Addresses and/or Domain Names will cease on termination or expiration of the Service.
- 11.2 BT cannot ensure that any requested Domain Name will be available from or approved for use by the Internet Registration Authorities and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.
- 11.3 The Customer warrants that it is the owner of, or is authorised by the owner of the trade mark or name that it wishes to use as a Domain Name.
- 11.4 The Customer is responsible for all fees associated with registration and maintenance of its Domain Name, and will reimburse BT for any and all fees paid by BT to any Internet Registration Authorities, and thereafter be responsible for paying such fees directly to the relevant Internet Registration Authorities.

## 12. Equipment

- 12.1 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.
- 12.2 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.
- 12.3 Title in any Purchased Equipment will not pass to the Customer until payment has been received in full.
- 12.4 The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.
- 12.5 BT does not make any representations, whether express or implied, with respect to the interoperability between the Service and any Customer Equipment.
- 12.6 BT's written representations as to compatibility and compliance of equipment will apply in relation to Purchased Equipment for use with the Service.
- 12.7 Before the Service Start Date BT will dispatch BT Equipment and/or Purchased Equipment for delivery to the Customer's Site(s).
- 12.8 Throughout provision of the Service, if BT detects, or if the Customer reports, an Incident with BT Equipment or any Purchased Equipment, BT will respond to the Incident without undue delay.
- 12.9 Before the Service Start Date and, where applicable, throughout the provision of the Service, the Customer will prepare and maintain the Site for the installation of BT Equipment and Purchased Equipment and supply of the Service, including, without limitation:
- 12.9.1 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;
- 12.9.2 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;
- 12.9.3 provide BT, its employees, agents, consultants and subcontractors, with access to the Customer's premises, offices and other facilities and utilities as is reasonably required by BT to provide the Service;
- 12.9.4 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; and
- 12.9.5 provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate;
- 12.10 On termination of the Service by either Party, or expiry, the Customer will:
- 12.10.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);
- 12.10.2 disconnect any Customer Equipment from BT Equipment located at the Site(s);
- 12.10.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
- 12.10.4 arrange for any BT Equipment located at the Site(s) to be returned to BT; and

12.10.5 be liable for any reasonable costs of recovery incurred by BT in recovering the BT Equipment.

## Part C – Service Levels

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

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

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

### 13. On Time Delivery

#### 13.1 On Time Delivery Service Level

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

#### 13.2 On Time Delivery Service Credits.

13.2.1 If BT does not meet the On Time Delivery Service Level, the Customer may claim Service Credits (“**On Time Delivery Service Credits**”) in accordance with this paragraph 13.2.

13.2.2 The Customer may claim On Time Delivery Service Credits by reporting any failure to meet the On Time Delivery Service Level to the BT Service Centre in accordance with paragraph 7 (Notification of Incidents).

13.2.3 If Delivery of the Service occurs after the Customer Committed Date the Customer may claim a Service Credit of 4% of the Site Charges for each Business Day’s delay, up to a maximum of one month’s Site Charges. Where the Parties have agreed a revised Customer Committed Date in writing, or BT exercises its right to revise the Customer Committed Date in accordance with paragraph 13.3.1, the calculation of any On Time Delivery Service Credits will be made by reference to the revised Customer Committed Date.

#### 13.3 Exceptions

13.3.1 If a Customer requests a change to the Service or any part of the Service, including, without limitation, any Purchased Equipment or any IP Address location, then BT may change the Customer Committed Date to accommodate such change to the Service or part of the Service.

13.3.2 The On-Time Delivery Service Level does not apply to upgrades and/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.

13.3.3 BT may expedite delivery of the Service for operational reasons or in response to a Customer request, but this will not revise the Customer Committed Date.

13.3.4 Where the Customer does not provide the information required by BT, or comply with the provisioning rules and timescales provided by BT in writing, the On Time Delivery Service Level will not apply.

### 14. Service Availability

#### 14.1 Availability Service Level

14.2 From the Service Start Date, BT will assign an availability category (“SLA Category”) determined by the Service, configuration and Site location as set out in the table at paragraph 14.2.1 below (“the Availability Service Level”). This will be stated on the Order. (Note, for Circuits the SLA Category is the one for the Site in the lowest SLA Category location.) Each SLA Category has an associated Annual Availability Target (AAT), which is used to calculate the AAT Downtime

14.2.1 The Customer may request Availability Service Credits for Qualifying Incidents at either:

- (a) the Standard Availability Service Credit Rate, in accordance with paragraph 14.4.4; or
- (b) as applicable, the Elevated Availability Service Credit Rate, in accordance with paragraph 14.4.5.

14.2.2 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.

14.2.3 If cumulative Downtime in any 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”).

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

#### 14.3 SLA Categories

14.3.1 The following table sets out the Availability Annual Targets, the Maximum Annual Availability Downtime, the Standard Service Credit Rate, and the Elevated Availability Service Credit Rate for each SLA Category:

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

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

#### 14.4 Availability Service Credits

- 14.4.1 Where there is a Qualifying Incident, BT will measure and record the Availability Downtime for the Site or Circuit starting from when the Customer reports a Qualifying Incident, and ending when BT closes the Trouble Ticket for that Incident in accordance with paragraph 7.1.3.
- 14.4.2 BT will measure the Availability Downtime in units of full minutes in respect of the Local Contracted Business Hours for Access Line Incidents, and in the Contracted Maintenance Hours for BT Equipment Incidents.
- 14.4.3 BT will then calculate the cumulative Availability Downtime for the calendar month(s) in which the Qualifying Incident occurred (the "Cumulative Monthly Availability Downtime") and for the previous 12 consecutive calendar months (the "Cumulative Annual Availability Downtime"), but in the event that the Site or Circuit has been installed for less than 12 consecutive months, BT will apply an assumed Cumulative Annual Availability Downtime for the previous 12 consecutive months using the Availability Downtime data recorded to date.
- 14.4.4 In the event that the Cumulative Monthly Availability Downtime by Service exceeds the Maximum Monthly Availability Downtime, the Customer may request Availability Service Credits at the Standard Availability Service Credit Rate for each stated Service Credit Interval above the Maximum Monthly Availability Downtime.
- 14.4.5 In the event that the Cumulative Annual Availability Downtime by Service, measured in accordance with paragraph 14.4.1 above, exceeds the Maximum Annual Availability Downtime, the Customer may request Availability Service Credits for all further Qualifying Incidents at the Elevated Availability Service Credit Rate for each started Service Credit Interval above the Maximum Annual Availability Downtime up to and until the Cumulative Annual Availability Downtime by Service is less than the Maximum Annual Availability Downtime.
- 14.4.6 Availability Service Credits are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charges.
- 14.4.1 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.
- 14.4.2 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.
- 14.4.3 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.
- 14.4.4 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.
- 14.4.5 The following are not Qualifying Incidents, and Downtime will not be measured;
  - (a) if the Customer asks BT to test the Service although no incident has been detected and/or reported;
  - (b) if the Service has been modified or altered in any way by the Customer or at the Customer's request;
  - (c) during Planned Maintenance;
  - (d) for incidents due to any Customer performed network configurations not approved by BT;

(e) for changes or alterations made other than by BT to the Service or to BT Equipment, connections, routing plan, applications or test equipment, or the mapping of applications; or

(f) if an incident is reported and BT cannot confirm that an incident exists after performing tests.

## 15. Requests for Service Credits

- 15.1 The Customer may request applicable Service Credits within 28 days of the end of the calendar month in which an Incident(s) occurred by providing details of the reason for the claim and any failure by the Customer to submit a request in accordance with this paragraph 15.1 will constitute a waiver of any claim for Service Credit(s) in that calendar month.
- 15.2 Upon receipt of a valid request for Service Credit(s) in accordance with paragraph 15.1;
- 15.2.1 BT will issue to the Customer the applicable Service Credit(s) by deducting those Service Credit(s) from the Customer's invoice within two billing cycles of the request being received; and
- 15.2.2 following expiry or termination of the Contract where no further invoices are due to be issued by BT, BT will pay the Customer the Service Credits in a reasonable period of time.
- 15.3 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 15.4 The Service Levels under this Schedule will not apply:
- 15.4.1 in the event that clause 8 of the GTC applies;
- 15.4.2 during any trial period of the Service;
- 15.4.3 to failures due to any Force Majeure Event;
- 15.4.4 to any Incident not reported in accordance with paragraph 7 (Notification of Incidents) above;
- 15.4.5 if the Customer does not provide access, delays providing access or denies permission for BT or its agents and suppliers to repair the Service; or
- 15.4.6 if the Customer has not complied with the Contract.
- 15.5 Any failure by BT to meet the Service Levels is not in itself a material breach of the Contract.
- 15.6 Payment of Service Credits
- 15.6.1 To qualify for Service Credit(s), and before any Service Credit(s) can be applied, the Customer must make a claim, providing details of the reason for the claim, within 25 days of the end of the month in which poor performance occurred.
- 15.6.2 Service Credits will normally be made by deduction from the Customer's invoice within two billing cycles of a claim being received.
- 15.6.3 Failure to meet the Service Levels is not a material breach of the GTC.
- 15.6.4 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.

## Part D – Defined Terms

### 16. 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):

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

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

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

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

- (a) inadequate power supply, whether reported by the Customer or proactively identified by BT;
- (b) the Customer’s equipment or equipment not managed by BT under the Agreement;
- (c) a supplier to the Customer (other than BT); or
- (d) the Customer attempting to use the Service for a purpose beyond the solution design or outside the scope of the Agreement.

**“Domain Name”** means a name registered with an Internet registration authority for use as part of the Customer’s URL.

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

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

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

- (a) a Customer power failure that is caused
  - (i) by an event of force majeure as set out in Clause 14 of the General Terms and Conditions (but does not include persistent power failures);
  - (ii) by planned maintenance by the Customer where such maintenance was notified in advance to BT in accordance with the Agreement;
- (b) an incident that is caused by an initial commissioning or delivery issue before the Service Start Date; or
- (c) a subcontractor of BT.

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

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

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

**“IP”** means internet protocol, a network layer protocol offering a connection-less Internet network service.

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

**“LAN”** means Local Area Network comprising the Customer’s internal data network.

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

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

**“Private ASN”** see Autonomous System Number.

**“Public ASN”** see Autonomous System Number.

**“Regional Internet Registry” or “RIR”** means the five organisations that manage the allocation and registration of Internet resources (public IP addresses and Public AS numbers) around the world. These organisations are as follows; African Network Information Centre (AfriNIC), American Registry for Internet Numbers (ARIN), Asia-Pacific Network Information Centre (APNIC), Latin America and Caribbean Network Information Centre (LACNIC), Réseaux IP Européens Network Coordination Centre (RIPE).

**“Severity 1 Incident”** means an incident that has a severe impact on the Service which cannot be circumvented.

**“URL”** means Uniform Resource Locator, which is the address used to locate a resource on the Internet.

