



BT Ethernet Connect Ireland Schedule to the General Terms

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A note on 'you'

'You' and 'your' mean the Customer.

Phrases that refer to 'either of us', 'either one of us', 'neither of us', 'each of us', 'each of our', 'both of us', 'one of us' or 'we both' mean one or both of BT and the Customer, whichever makes sense in the context of the sentence.

Part A – The Service

1 Service Summary

BT will provide you with a Service that gives you the right to access and use a point-to-point or point-to-multipoint Ethernet service under an E-Line configuration model, comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options that are selected by you as set out in any applicable Order, (the "**Service**").

2 Standard Service Components

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

- 2.1 In respect of the E-Line Service, BT will provide the following two components:
 - 2.1.1 **Etherway Access**
 - 2.1.1.1 Etherway Access will provide connectivity between your Site or an End User's Site and the BT Network.
 - 2.1.1.2 BT may provide an Etherway Access with resilience where requested by you and agreed by BT.
 - 2.1.1.3 Etherway Access must be ordered in conjunction with an Etherflow to form a working Service.
 - 2.1.2 **Etherflow Connected**
 - 2.1.2.1 Etherflow Connected will provide you with the ability to connect your Sites together in an Ethernet Virtual Private Network and transmit data between them.
 - 2.1.2.2 BT will provide Etherflow Connected over an Etherway Access which connects your Site or an End User's Site via the BT Network to another of your Sites or End User's Sites on the same Ethernet Virtual Private Network.
 - 2.1.2.3 Etherflow must be ordered in conjunction with an Etherway to form a working Service.
- 2.2 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.

3 Service Options

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

- 3.1 **Data Centre Access**
 - 3.1.1 Data Centre Access provides a port on BT's Ethernet network within the Data Centre.
 - 3.1.2 BT will advise you of the allocated port during Service Delivery.
 - 3.1.3 Your Site must be within the Data Centre.
 - 3.1.4 Data Centre Access is more fully described in the Ethernet Connect Ireland Technical Handbook.
- 3.2 **Etherway Fibre**, which is an Etherway Access option employing a point-to-point BT or Third Party fibre service ("**Etherway Fibre**") as further described in the Ethernet Connect Ireland Technical Handbook.

4 Service Management Boundary

- 4.1 BT will provide and manage the Service as set out in Parts B and C of this Schedule and as set out in the Order up to:
 - 4.1.1 The physical Ethernet interface on your side of the NTE provided by BT. BT will provide the physical interface in accordance with the Ethernet Connect Ireland Technical Handbook.
 - 4.1.2 In relation to Data Centre Access, the individual port on BT's patch panel, situated in the Meet Me Location within the Data Centre. It is your responsibility to arrange with the Data Centre provider to have the Internal Fibre Link delivered between the BT Port and your own equipment located in your own accommodation area within the Data Centre; and
- 4.2 BT will have no responsibility for the Service outside the Service Management Boundary.



- 4.3 BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.
- 4.4 BT will not be liable for any Incidents on your side of the BT Port at the back of BT's rack in a Data Centre.

5 Associated Services and Third Parties

- 5.1 If BT provides you with any services other than the Service, this Schedule will not apply to those services and those services will be governed by their specific terms and conditions.

6 Specific Terms and Conditions

6.1 Termination for Convenience

For the purposes of Clause 17.1 of the General Terms, either of us may, at any time after the Service Start Date and without cause, terminate the Service or any Order by giving 30 Business Days' Notice to the other.

6.2 BT's Additional Rights and Obligations Regarding Termination

- 6.2.1 In addition to the termination provisions in the General Terms and this Schedule, BT may terminate the Contract or the Service at any time on Notice to you to comply with a direction from ComReg or any competent authority, including but not limited to:
 - 6.2.1.1 BT to suspend or cease the provision of the Service or any part of it; or
 - 6.2.1.2 you to suspend or cease the Service or the provision of the Customer Service or any part of it.
- 6.2.2 You will advise BT promptly if you receive any direction from ComReg or any competent authority as set out in Paragraph 6.2.1.2.
- 6.2.3 In addition to the termination provisions in the General Terms and this Schedule, BT may terminate the provision of a Service to any Site on 30 days' written Notice to you in circumstances where a Site has been demolished, or where the new occupant at a Site does not wish to receive the Customer Service; and
 - 6.2.3.1 BT agrees not to use the provisions of this Paragraph 6.2.3 as a means to terminate this Contract; and
 - 6.2.3.2 if this situation occurs BT will work with you in order to explore the feasibility of providing the Service to an alternative Site.
- 6.2.4 Subject to any Termination Charges payable by you, BT agrees to repay or credit you with the appropriate proportion of any Recurring Charges paid in advance for the period ending after your liability to pay Recurring Charges ceases.
- 6.2.5 If BT terminates the Contract on the grounds of an Insolvency Event, BT may communicate directly with End Users to inform them of the termination of the Service and how this will affect the communications services they receive from you and/or BT including the options available to End Users in order to avoid disconnection or interruption to End Users' existing communications services. Such communication will not favour BT's own products and services.
- 6.2.6 If BT serves a Notice to terminate under Clause 17.1 of the General Terms, BT will, if you request, discuss suitable alternative services where migration charges may be kept to a minimum.

6.3 Your Additional Obligations Regarding Termination

In addition to the termination provisions in the General Terms and this Schedule:

- 6.3.1 if the Contract is terminated for any reason, you will inform End Users that the Customer Service may be terminated and End Users need to make alternative arrangements. This Paragraph 6.3.1 will survive termination of the Contract.

6.4 Minimum Period of Service

At the end of the Minimum Period of Service, unless one of us gives Notice to the other of an intention to terminate the Service in accordance with the Contract, BT will continue to provide the Service and both of us will continue to perform each of our obligations in accordance with the Contract.

6.5 Access to Emergency Services

You acknowledge and agree that the Service does not provide the ability for Users or End Users to call the emergency services by dialling "999" or "112" and that alternative arrangements should be made to cover this including the maintenance of a fixed telephone number.

6.6 Charges

- 6.6.1 The Charges for the Service shall be set out on the Order and will begin on the Operational Service Date unless otherwise specified on the BT Order. Charges for use of the Service will be calculated in accordance with details recorded by, or on behalf of, BT.
- 6.6.2 The Service has a one time activation charge, which will appear on the Customer's first invoice.
- 6.6.3 The Service will also incur a rental charge which will be depend on the Service Bandwidth taken.



- 6.6.4 BT reserves the right to revise the Charges no more than twice in any period of 12 months. BT will give the Customer 30 days' written notice of any increases in Charges. If the Customer does not accept the increased Charges, the Customer may terminate the Service and such termination will take effect on expiry of the notice period and termination charges will not apply.
- 6.6.5 The Customer must pay all Charges for the Services in accordance with the details on each invoice within thirty (30) days of the date of BT's invoice, without any set-off, counterclaim or deduction (other than as provided in paragraph 6.6.8).
- 6.6.6 In the event that payment of any amount of the Charges becomes subject to withholding tax, levy or similar payment obligation on sums due to BT under this Service, such withholding tax amounts shall be borne and paid for by the Customer in addition to the sums due to BT. The Customer will provide BT free of charge with the appropriate certificate(s) from the relevant authorities confirming the amount of the withholding taxes, levies or similar payments borne and paid for by Customer in accordance with this paragraph 6.6.6.
- 6.6.7 If the Customer disputes an invoice that BT issues before the Customer makes payment, it will provide Notice to BT of the dispute within 28 days of the date of the invoice.
- 6.6.8 If the Customer disputes an invoice that BT issues after the Customer makes payment, the Customer will provide Notice to BT of the dispute within six months of the date of the invoice.
- 6.6.9 The Customer will pay all undisputed amounts of an invoice and any disputed amounts that are less than 5 per cent of the total invoice amount.
- 6.6.10 The Parties will follow the dispute resolution procedure in accordance with Paragraph 6.18 and the Customer will pay any resolved amount within seven days after resolution of the dispute.
- 6.6.11 BT may charge the Customer a late payment charge or interest for any amount agreed in accordance with paragraph 6.7.

6.7 Cancellation Charges

- 6.7.1 For the purposes of Clause 16.2 of the General Terms, if you cancel an Order, or part of it, any time before the Service Start Date you will pay BT the following Cancellation Charges:
 - 6.7.1.1 the costs of any work done and for any charges reasonably incurred by BT in preparing to provide the Service;
 - 6.7.1.2 A cancellation fee of €1,500; or
 - 6.7.1.3 Charges for any additional work or Excess Construction Charges that has been specifically incurred for you at the time you cancel the Order.
- 6.7.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
 - 6.7.2.1 Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
 - 6.7.2.2 Charges for commissioning the Service as set out in paragraph 7.2 outside of Business Hours;
 - 6.7.2.3 If you delay or cause to be delayed the delivery of the Service by a failure to perform your obligations under clause 6 and clause 8 of the General Terms, BT may:
 - (i) change the delivery date or cancel the relevant Order(s) and charge you a cancellation fee of €1500; or
 - (ii) invoice you for any reasonable Charges incurred for any work that is performed by BT on your behalf and that is directly attributable to your failure to perform or delay where such work is necessary to provide the Products and/or the Services. Except in the case of an emergency, BT shall seek to notify you in advance of its intention to invoke this provision.
 - 6.7.2.4 any other Charges as set out in any applicable Order or as otherwise agreed between both of us.

6.8 Cessation Charges

- 6.8.1 In addition to the provisions of the General Terms and the Charges set out at paragraph 6.7 above, if you exercise your right to cease any Service for convenience, you will pay BT:
 - 6.8.1.1 an amount equal to the Recurring Charges per Circuit for any remaining Months of the first 12 Months of the Minimum Period of Service;
 - 6.8.1.2 an amount equal to 20% of the Recurring Charges per Circuit for all other remaining Months of the Minimum Period of Service;
 - 6.8.1.3 any waived installation Charges per Circuit where Service is terminated within the first twelve (12) Months of the Minimum Period of Service;
 - 6.8.1.4 any additional and evidenced charges which BT has to pay a supplier as a result of early termination of the Service; and



6.8.1.5 any outstanding charges with regard to BT Equipment.

6.9 Freedom of Information

- 6.9.1 BT will mark Confidential Information given to you in connection with the Contract as "In Confidence".
- 6.9.2 You will not disclose Confidential Information marked as "In Confidence" to any person without BT's written consent.
- 6.9.3 Any breach of paragraph 6.9.2 will be:
 - 6.9.3.1 a breach not capable of remedy under Clause 18.2 of the General Terms; and
 - 6.9.3.2 likely to prejudice BT's commercial interests.
- 6.9.4 For the reasons set out in paragraph 6.9.3, BT believes that Confidential Information marked as "In Confidence" is exempt from the duty to confirm or deny, and from disclosure, under the Freedom of Information Act 2014 (as amended).
- 6.9.5 You will:
 - 6.9.5.1 notify BT, to the extent lawfully possible, of any request under the Freedom of Information Act 2014 (as amended) which encompasses any information you hold provided by BT in connection with the Contract; and
 - 6.9.5.2 allow BT not less than 10 Business Days in which to make representations.

6.10 Intellectual Property Rights

In addition to the provisions of Clause 12 of the General Terms, you agree that nothing in this Contract gives you the right to use the BT Corporate Mark or any of BT's other trade marks.

6.11 White Label Service

- 6.11.1 The Service is a White Label Service to you for you to subsequently re-sell to your resellers and End Users using your own brand.
- 6.11.2 The Service is a White Label Service and you will not, at the point of re-selling, use BT's brand, the Wholesale component of that brand, the BT Corporate Mark or any of BT's registered or unregistered trademarks, alone or in endorsement form.
- 6.11.3 We are not in partnership, in a joint venture, or otherwise associated with you for these business-to-business services, and you will not assert that you are appointed or authorised by BT, or any of BT's businesses. BT's relationship with you for the Service is determined by the provisions of this Contract.
- 6.11.4 You may:
 - 6.11.4.1 re-brand the Marketing Material; and
 - 6.11.4.2 use the wording in the Marketing Material in its entirety providing it does not use the name 'BT'.
- 6.11.5 You acknowledge and agree that it is your responsibility to ensure that any wording of your own that you include in the Marketing Material complies with the terms of this Contract and does not misrepresent our commercial relationship.

6.12 Changes to the Contract

- 6.12.1 In addition to the provisions of Clause 5.2 of the General Terms, BT may change the Contract at any time by giving at least 30 days' Notice before the change takes effect in order to:
 - (i) comply with any legal or regulatory obligation except where BT's compliance with that legal or regulatory obligation requires a shorter period of Notice;
 - (ii) change any of the Charges payable under the Contract;
 - (iii) protect the use of the BT Corporate Mark;
 - (iv) introduce new or improved Service Levels;
 - (v) introduce new Service features;
 - (vi) withdraw or change Service features;
 - (vii) introduce process changes or change to the technical specification of the Service, including Service upgrades, as described in the Ethernet Connect Ireland Technical Handbook, provided that does not have a material adverse effect on the performance or provision of a Service;
 - (viii) maintain the integrity or security of the Service or BT Network; or
 - (ix) improve clarity, or make corrections to typographical errors.
- 6.12.2 BT will not require the signature of a new Contract for the changes set out in Paragraph 6.12 and the changes will take effect at the expiration of the Notice or as otherwise set out in Paragraph 6.12.
- 6.12.3 BT may propose changes to the Contract at any time for matters not falling within Paragraph 6.12.1, by giving you 28 days' written Notice before the date the changes are proposed to take effect ("**Notice to Amend**").
- 6.12.4 Within 14 days of any Notice to Amend, you may provide BT Notice:



- (i) agreeing to the changes BT proposed, in which case those changes will apply from the proposed effective date; or
 - (ii) stating your objections to the proposed changes in which case both of us will enter into good faith negotiations and, if agreement is reached, the agreed changes will apply from the proposed effective date or any other date as may be agreed between both of us.
- 6.12.5 If both of us have not reached agreement within 14 days of your Notice of objection under Paragraph 6.12.4(ii), either of us may terminate the Contract or Service or any part of the Service by giving the other 28 days' Notice of termination.
- 6.12.6 If:
 - (i) you do not serve a Notice within the period set out in Paragraph 6.12.4; or
 - (ii) both of us have not reached agreement within 14 days of your Notice of objection under Paragraph 6.12.4(ii) and neither of us has terminated the Contract or Service or any part of the Service in accordance with Paragraph 6.12.5,you will be deemed to have accepted the changes and the changes will take effect from the proposed effective date.
- 6.13 **Transfer to Third Parties**
 - 6.13.1 You may transfer your rights and obligations by way of a novation to an eligible Affiliate subject to BT's Policy for Credit Vetting and the signing of a novation agreement in such format as BT may reasonably require.
 - 6.13.2 You will pay any reasonable charges notified to you in writing associated with the administration of:
 - (i) your name changes; and/or
 - (ii) your contract novations.
- 6.14 **Non-Contractual Documents**
 - 6.14.1 Unless specifically stated otherwise in the Contract the following documents (if applicable) do not contractually form part of the Contract:
 - (i) Ethernet Connect Ireland Technical Handbook;
 - (ii) Service Manuals; and
 - (iii) Onboarding Document.
 - 6.14.2 BT may refer to these documents in relation to BT's provision of the relevant Service but any such reference will be for guidance only.
 - 6.14.3 BT may amend these non-contractual documents and BT will provide reasonable notice of any significant/material amendment by bringing them to your attention through a BT Wholesale electronic industry briefing note and publication of the amended document on the BT Website.
 - 6.14.4 For any elements of these documents specifically stated to be contractual, BT will make such amendments in accordance with paragraph 6.12.
- 6.15 **Notices**

BT may provide certain Notices on the Wholesale section of BT Ireland's website: <https://www.btireland.com/wholesale>
- 6.16 **Service Constraints**
 - 6.16.1 You acknowledge and accept the following technical limits relating to the Service:
 - (i) that some technical limitations within the BT Network may not become apparent until after a Service has been installed and working for some time. In such circumstances, a Service may need to be withdrawn in which case BT will rebate any Charges paid in advance by you;
 - (ii) there may be technical or geographical limitations that inhibit the installation of the Service. You acknowledge that in all cases the provision of the Service is subject to a survey. Following the survey, BT will advise you of any limitations affecting the provision of the Service and where the Service cannot be provided, BT will:
 - a) discuss alternative BT products that may possibly be used by you instead; and
 - b) notify you and close the Order without charge to you;
 - 6.16.2 Notwithstanding any other provision in the Contract, BT will have no liability to you in relation to the provision of a Service or Service Constraints that limit the performance of a Service, its effect on other services or equipment or the withdrawal of the Service.
- 6.17 **BT Equipment**
 - 6.17.1 BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to you upon delivery, whether or not the BT Equipment has been installed.
 - 6.17.2 You will obtain appropriate insurance against any damage to or theft or loss of the BT Equipment;



- 6.17.3 You will be liable to BT for any loss of or damage to BT Equipment, except where the loss or damage is a result of fair wear and tear or caused by BT.
- 6.17.4 You will not move the BT Equipment or any part of it from the Site(s) without BT's written consent and you will pay BT's costs and expenses reasonably incurred as a result of such move or relocation;
- 6.17.4 You will only use the BT Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
- 6.17.5 You will not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment or any part of it;
- 6.17.6 You will not allow any lien, encumbrance or security interest over the BT Equipment, nor pledge the credit of BT for the repair of the BT Equipment or otherwise;
- 6.17.8 You will notify any interested third parties that BT owns the BT Equipment.

6.18 **Dispute Resolution Procedure**

- 6.18.1 The Parties will use reasonable endeavours to resolve any dispute or claim arising out of or in connection with this Contract without referral to the courts or applicable regulatory authority.
- 6.18.2 The Parties will use the following dispute resolution process:
 - (i) either Party may initiate a dispute by giving Notice to the other Party of its complaint and setting out the nature and full particulars of the dispute, together with relevant supporting documents;
 - (ii) each Party will use its reasonable endeavours to resolve the dispute within 14 days of notification, and will keep the other Party informed of developments;
- 6.18.3 if the dispute remains unresolved after 14 days (or any other period agreed in writing between the Parties), it may be escalated to a senior executive of each Party (at Vice President level or above); and
- 6.18.4 if the dispute remains unresolved 14 days after escalation, the Parties will consider mediation.



Part B – Service Delivery and Management

7 BT's 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 you with an order manager who will provide weekly updates while the Service is provisioned and you will be able to contact and ask questions related to the service delivery.
- 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, BT is in breach of any of BT's obligations under this Contract;
- 7.1.3 will provide you with a date on which delivery of the Service (or each part of the Service, including to each Site) is due to start and will use commercially reasonable endeavours to meet any date but will have no liability for failure to do so;
- 7.1.4 may not provide a Service to any Site for reasons including:
 - (i) the distance between a Site and a POP;
 - (ii) if BT considers, after conducting a Site survey, that a Site is not suitable for the provision of the Service; or
 - (iii) if you do not agree to pay additional Charges, including Excess Construction Charges;
- 7.1.5 may reject an Order, including an Order to cancel, cease or amend an existing order, if any information is illegible, inaccurate, incomplete or incorrect or if it is a duplicate Order.
- 7.1.6 Unless otherwise agreed in writing, BT may charge an Excess Construction Charge for a Service, including:
 - (i) installing any new duct, and/or;
 - (ii) clearing the existing duct, and/or;
 - (iii) new piling, duct and/or fibre build work; and/or
 - (iv) 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.
- 7.1.7 BT will inform you by notice in writing of an Excess Construction Charge in accordance with Paragraph 7.1.15.
- 7.1.8 You may within 30 days of the date of BT's notice accept the Charge or cancel the Order for that Service by written Notice; and
- 7.1.9 if you fail to notify BT within the 30 day notification period, BT may cancel the Order for that Service and BT may raise a charge for the costs of any work done.
- 7.1.10 BT may need to contact End Users either through you or directly in the following circumstances:
 - (i) In relation to operational or Emergency reasons incidental to or arising from BT's service management of the BT Network;
 - (ii) Where you have requested BT to contact an End User directly;
 - (iii) Where necessary in relation to all appointments, changes to appointments and access arrangements with an End User for engineering visits; or
 - (iv) To assist with Incident diagnostics; and
- 7.1.11 may explain the respective roles and obligations of both of us in relation to the provision of the Service and the Customer Service to End Users. In these circumstances, BT will comply with any regulatory obligation or agreed code relating to BT's conduct in communications with End Users.
- 7.1.12 The Customer may request a delivery date on the Order for each Circuit, the "Customer Requested Date" ("**CRD**"). BT will provide you with a Customer Commit Date ("**CCD**"), which is the date on which BT agrees to deliver the Service. If there are any customer delays, BT will revise the CCD in accordance with paragraph 6.7.2.3.
- 7.1.13 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.
- 7.1.14 If the Customer requests a change to the Service or any part of the Service including, without limitation, any equipment, 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.
- 7.1.15 BT will make reasonable endeavours to notify you of the following Order Milestones:
 - (i) **Order Received (OR):** BT receives a valid Order from you.
 - (ii) **Order Confirmation (OC):** BT will provide you with the CCD and communicate any excess construction costs. This step may involve a site survey. You will receive your CCD within 10 Business Days for a standard order after a valid order is raised with the delivery teams or 20 Business Days for a non-standard order notwithstanding any customer delays.



- (iii) **Customer Hand Over (HO):** Date of issuance of a Completion Notice and handover documentation by BT to the Customer. This will include an operational service ready date and service contact information.

7.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 7.2.1 configure the Service;
- 7.2.2 conduct a series of standard tests on the Service to ensure that it is configured correctly; and
- 7.2.3 on the date that BT has completed the activities in this Paragraph 7.2, confirm to you the Service Start Date.

7.3 During Operation

On and from the Service Start Date, BT:

- 7.3.1 will only provide the Service in the Territory;
- 7.3.2 will grant you a non-exclusive, non-transferable right to use the Service for the sole purpose of enabling you to provide the Customer Service;
- 7.3.3 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Levels in Part C of this Schedule if you report an Incident on the BT Network;
- 7.3.4 may carry out Maintenance from time to time and will endeavour to inform you at least five Business Days before any Planned Maintenance on the BT Network or BT Equipment, however you agree that BT may inform you with less notice than normal where emergency Maintenance is required;
- 7.3.5 may, in the event of a security breach affecting the Service, require you to change any or all of your passwords. BT does not guarantee the security of the Service against unauthorised or unlawful access or use;
- 7.3.6 agree that BT has no authority to enter into any contractual arrangements with third parties on your behalf. BT will not represent ourselves as you or assert that BT has any authority to provide or promote any products or services on your behalf;
- 7.3.7 if BT serves a breach Notice on you, may refuse to accept new Orders and suspend access to customer portals except for the processing of Orders which relate to cessation of the Service and suspend such other services or facilities applicable to the Service as will be reasonable in the circumstances:
 - (i) immediately upon giving Notice if you fail to comply with the provisions of Clause 12 of the General Terms and Paragraphs 6.8 and 8.2.15 to 8.2.18 of this Schedule (following a 30 day remedy period); and
 - (ii) for all other breaches set out in Clause 18 of the General Terms immediately upon giving Notice, after the period specified for remedy of the breach in the breach Notice expires, if you have not remedied the breach, and you agree to pay the Charges for the Service until the Contract is terminated; and
- 7.3.8 will not be liable for failure to meet any Service Level or other obligations under the Contract to the extent that such failure was caused by equipment found to be connected otherwise than in accordance with Paragraphs 8.2.6, 8.2.7 and 8.2.8.

7.4 The End of the Service

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

- 7.4.1 will provide configuration information relating to the Service provided at the Sites in a format that BT reasonably specifies; and
- 7.4.2 may disconnect and remove any BT Equipment located at the Sites.

7.5 Consequences of Termination

Cancellation, termination or expiration of the Contract, a Service or any Order for any reason will not affect the rights of the Parties accrued up to the date of cancellation, termination or expiration, as applicable.

- 7.5.1 Where the Contract, any Service or any Order is terminated for any reason, including termination for a Force Majeure Event, each Party will immediately pay to the other Party any outstanding amounts and interest that are properly due and payable for each relevant Service in accordance with the Contract.

8 Your Obligations

8.1 Service Delivery

- Before the Service Start Date and, where applicable, throughout the provision of the Service by BT, you will:
- 8.1.1 fully co-operate and provide BT with all reasonable assistance for BT to deliver the Service;
 - 8.1.2 provide BT the name(s) and contact details of the individual(s) who are authorised to act on your behalf for service management matters ("**Customer Contact**").
 - 8.1.3 The Customer Contact will:
 - (i) be available at all times and provide assistance and information during Service delivery;
 - (ii) be available after Service delivery in accordance with the Service maintenance option as selected by the Customer;
 - (iii) take fault reports from Users, who may not contact BT directly;
 - (iv) report faults to the Service Centre using the reporting procedures notified by BT and be available for all subsequent fault management communications;
 - (v) inform BT of changes to the information supplied when ordering the Service including any changes to the Customer Contact details.
 - 8.1.4 provide BT with access to any Sites during BT Normal Business Hours, or as otherwise agreed, to enable BT to conduct a survey, set up, deliver and manage the Service and take reasonable steps to ensure that an End User provides BT with access to the End User's Site;
 - 8.1.5 provide and maintain its own LAN and/or WAN and ensure that the LAN protocols and applications it uses will operate satisfactorily over WAN connections using the Service.
 - 8.1.6 provide, at its own cost, any necessary internal cabling between the BT Equipment and any Customer Equipment, including PBX.
 - 8.1.7 complete any preparation activities that BT may request to enable you to receive the Services promptly and in accordance with any reasonable timescales;
 - 8.1.8 if Third party software is required in order to operate the Services, you are 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.
 - 8.1.9 will ensure that it has appropriate security policies, including data archiving, in place.
 - 8.1.10 will be responsible for the distribution, ongoing management, maintenance, security and proper use of all valid usernames, user IDs and passwords used in connection with the Service and shall:
 - (i) inform BT immediately if a user ID or password has, or is likely to, become known to an unauthorized person, or is being or may be used in an unauthorised way;
 - (ii) not change or attempt to change a user ID;
 - (iii) take all reasonable steps to prevent unauthorised access to the Service; and
 - (iv) satisfy BT's security checks if a password is lost or forgotten.
 - 8.1.11 BT reserves the right to:
 - (i) 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
 - (ii) require the Customer to change any or all of the Customer's passwords.
 - 8.1.12 will be responsible for managing the configuration of its your Equipment at its Site(s).
 - 8.1.13 will allocates its VLAN IDs it must inform BT before any changes to the VLAN IDs are made at any time. Failure to do so will result in a loss of Service and you agree that Section 17.1 service levels shall not apply.
 - 8.1.14 will provide the appropriate electrical power supplies to support the Etherway Access equipment, the BT NTE ("**Network Terminating Equipment**") and any other equipment required to support the Service.
 - 8.1.15 will be is responsible for the cable connecting the BT NTE to the Customer Equipment.
 - 8.1.16 will provide adequate space at its Site to install the BT NTE and an Access Termination Device ("**ATD**"), if required. The space for the BT NTE must be within reach of the ATD. Standard Cable lengths provided by BT are 1 metre. BT recommends an allocation of 6U rack- space, within the same cabinet, to facilitate the BT NTE and any other equipment required to support the Service.
 - 8.1.16 where the Service is delivered to a third party host site e.g. a Data-Centre, you will be responsible for arranging the extension of the connectivity of the Etherway Access from the third party room to the your Equipment location in the Site where the BT NTE is installed.
 - 8.1.17 where the Etherway Access is delivered as Diverse or Diverse+, you will be responsible for any reconfiguration or traffic switching required to enable data traffic to be re-routed in the event of failure of either of the two Etherway Accesses. Failure to do so will result in a loss of access resilience configuration and you agree that Section 17.1 service levels shall not apply.
 - 8.1.18 notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site;
 - 8.1.19 provide and take reasonable steps to ensure that you and End Users provide a suitable and safe working environment for BT at your Site and End Users' Sites and indemnify BT against all

reasonable loss, damages, costs, liabilities and expenses including those for death or personal injury arising or incurred in respect of Claims against BT resulting from your breach of this Paragraph 8.1.19.

8.2 Service Operation

On and from the Service Start Date, you will:

- 8.2.1 ensure that Users and End Users report Incidents to the Customer Contact and not to the Service Desk;
- 8.2.2 ensure that the Customer Contact will take Incident reports from Users and End Users and pass these to the Service Desk using the reporting procedures agreed between both of us or as set out in the Customer Welcome Pack which you will receive when the circuit is delivered, and will be available for all subsequent incident management communications;
- 8.2.3 acknowledge and agree that:
 - 8.2.3.1 BT will not accept Incident reports in respect of the Service directly from an End User;
 - 8.2.3.2 if an End User mistakenly contacts BT, BT will advise the End User to contact you; and
 - 8.2.3.3 you will advise all End Users that all Incidents in the Customer Service must be reported to you and not to BT;
- 8.2.4 be responsible for the initial fault diagnosis and will only report an Incident where you reasonably believe the Incident is not attributable to the Customer Service or any equipment not provided by BT (either at your Site or an End User's Site).
- 8.2.5 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
- 8.2.6 ensure that any Customer Equipment that is connected to the Service or that you use, directly or indirectly, in relation to the Service is:
 - 8.2.6.1 connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means and used in accordance with any instructions, standards, including any standards set out in the relevant SIN referred to in the Ethernet Connect Ireland Technical Handbook, and safety and security procedures applicable to the use of that Customer Equipment;
 - 8.2.6.2 adequately protected against viruses and other breaches of security;
 - 8.2.6.3 technically compatible with the Service and will not harm or damage BT Equipment, the BT Network, or any of BT's supplier's or subcontractor's network or equipment; and
 - 8.2.6.4 approved and used in accordance with relevant instructions and Applicable Law;
- 8.2.7 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 8.2.8 connect equipment to the Service only by using the NTE at the Sites;
- 8.2.9 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:
 - 8.2.9.1 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; and
 - 8.2.9.2 take all reasonable steps to prevent unauthorised access to the Service;
- 8.2.10 if BT requests you to do so in order to ensure the security or integrity of the Service, change any or all passwords and/or other systems administration information used in connection with the Service;
- 8.2.11 not use the Service and will take all reasonable steps to ensure that the Customer Service is not used:
 - (i) unlawfully or fraudulently or in breach of any Applicable Law; or
 - (ii) to send, knowingly receive, upload, download, use or re-use material which is offensive, indecent, defamatory, obscene or menacing;
- 8.2.12 use reasonable endeavours to follow any reasonable instructions BT may need to give you regarding the use of the Service which BT reasonably believes are necessary for reasons of:
 - (i) health and safety;
 - (ii) quality of the Service;
 - (iii) an interruption to the Service for unplanned engineering works due to an Emergency; or Planned Maintenance or Service upgrades properly notified under the Contract;
 - (iv) an Emergency; or
 - (v) ensuring compliance by both of us with Applicable Law;
- 8.2.13 if BT notifies you or you are aware that an End User has used the Service in breach of Paragraph 8.2.11, take all reasonable steps to co-operate with BT and notify the End User that the Service will be disconnected if they continue to use the Service in breach of Paragraph 8.2.11. If the End User continues to use the Customer Service in breach, you will immediately disconnect that End User's service;



- 8.2.14 indemnify BT against all loss, damages, costs and expenses arising or incurred in respect of any actions or Claims which are brought or threatened against BT by a third party if the Services are used in breach of Paragraphs 8.2.11 to 8.2.13;
- 8.2.15 undertake that in connection with your dealings and your resellers' dealings with End Users and/or potential End Users you and your resellers will not:
 - (i) represent yourself or themselves as BT;
 - (ii) misrepresent your or their relationship with BT;
 - (iii) misrepresent the nature and/or effect of your or their Contracts with End Users;
 - (iv) assert that you or they have any authority to provide or promote any products or services on BT's behalf; or
 - (v) refer to BT in any way in the Marketing Material described in Paragraph 6.9.
- 8.2.16 not represent that:
 - (i) the Customer Service is a service provided by BT; or
 - (ii) an End User has access to a dedicated BT customer service;
- 8.2.17 include and maintain in your contracts with any reseller of the Customer Service, conditions equivalent to those contained in Paragraphs 8.2.15 and 8.2.16 above, and undertake to diligently and properly enforce such conditions including if appropriate by suspending or terminating the provision of the services under such reseller agreement; and
- 8.2.18 not enter into any contractual arrangements with third parties on BT's behalf. Any breach of Paragraphs 8.2.15, 8.2.16 and/or 8.2.18 will be a material breach of the Contract which cannot be remedied for the purposes of Clause 18.2 of the General Terms.

8.3 The End of Service

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

- 8.3.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Sites;
- 8.3.2 disconnect any Customer Equipment from BT Equipment located at the Sites;
- 8.3.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
- 8.3.4 arrange for any BT Equipment located at the Sites to be returned to BT; and 8.3.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

8.4 BT's Acceptable Use Policy

- 8.4.1 The Service must not be used:
 - 8.4.1.1 fraudulently or in connection with a criminal offence under the laws of any country where the Service is provided;
 - 8.4.1.2 to send, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;
 - 8.4.1.3 in contravention of any instructions that BT has given under the Etherflow/Etherway Access;
 - 8.4.1.4 to cause annoyance, inconvenience or needless anxiety;
 - 8.4.1.5 to send or provide or receive unsolicited advertising or promotional material.
- 8.4.2 The Customer must not use a Domain Name which infringes the rights of any person in a corresponding trade mark or name.

9 Notification of Incidents

- 9.1 If BT detects or the Customer reports a fault, BT will do the following:
 - 9.1.1 **Network Faults:** BT will respond to reported faults incident without undue delay or within five hours.
 - 9.1.2 **Access Faults:** BT will work with the relevant supplier to restore service as soon as practicable during Local Contracted Business Hours.
 - 9.1.3 **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.
- 9.2 BT is not responsible for rectifying any faults:-
 - 9.2.1 in any Customer, host or LAN application;
 - 9.2.2 in any cable, connector or interface between the BT Equipment and any Customer Equipment;
 - 9.2.3 in any equipment or device that is not provided by BT; or
 - 9.2.4 beyond the Service Management Boundary.
- 9.3 BT has the following fault category types:-
 - 9.3.1 Priority 1 – Outage / Loss of Full Service



- 9.3.2 Priority 2 – Loss of Diversity / At Risk
- 9.3.3 Priority 3 – Minimal Impact / Risk
- 9.3.4 Priority 4 – No Outage / No Risk
- 9.4 BT has the exclusive right to manage the configuration of BT Equipment.
- 9.5 BT may carry out Planned Maintenance from time to time.
- 9.6 In the event of any Planned Maintenance:
 - 9.6.1 falling within Priorities 1 or 2 as described in paragraph 9.3.1 and 9.3.2, BT shall inform the Customer at least 7 Business Days before such maintenance is carried out; and
 - 9.6.2 falling within Priority 3 as described in paragraph 9.3.3, BT shall inform the Customer at least 3 Business Days before such maintenance is carried out; and
 - 9.6.3 falling within Priority 4 as described in paragraph 9.3.4, no notice of such maintenance shall be provided by BT.
- 9.7 Where a third party performs planned maintenance, outside of BT's control, BT will endeavour to inform the Customer within 7 Business Days of such maintenance being carried out.
- 9.8 Notwithstanding the above, in the event of
 - (i) essential emergency works; and
 - (ii) any access line supplier maintenance being required,
 BT shall not be required to comply with the above stated notice periods and shall only be obliged to provide the Customer with as much notice as possible.
- 9.9 Should the Customer object to the nature and timing of Planned Maintenance notified to the Customer by BT, the Customer must inform BT of the reason for it's objection within 5 days upon receipt of the notification and both parties shall then agree where practically possible to a revised date of mutual convenience.
- 9.10 BT will provide the contact details (by e-mail, telephone or fax, as appropriate of designated contact points, collectively "Service Centre", which will be the Customer's contact points for reporting faults and making inquiries relating to the Service. The Customer will be able to use the numbers to contact BT to report faults 24 hours a day, 365 days a year, and to make enquiries during Business Hours.

10 Invoicing

- 10.1 BT will invoice you for the Charges for the Service in the amounts and currency as set out in the applicable Order.
- 10.2 The Charges for the Service will comprise some or all of the Standard Service Components, depending on the options as set out in applicable Order. Unless otherwise agreed in writing, the one-time Installation Charge invoiced upon the Service Start Date(s); and any recurring Charges and De-installation Charges will be invoiced Monthly in advance.
- 10.3 If you select any of the Service amendments below, the following additional Charges and provisions relating to Termination Charges will apply in addition to the Termination Charges as set out in paragraph 11:

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



For the avoidance of doubt, BT Etherflow is billed at the start of every financial month. The exception is the Customer's first BT Etherflow Bill which contains:

- (i) the once-off Install charges for the service;
- (ii) pro-rata (arrears) rental charges (from Service Start Date to first Bill issue date);
- (iii) pro-rata (advance) rental charges (from first Bill issue date to the end of that financial Month).

The BT Etherflow Bill is issued at the start of the first Month after the service Start Date. This brings the Customer's billing in line with the standard Monthly billing cycles. All subsequent billing will contain the full Monthly (advance) rental charges for the service.

- 10.4 Unless set out otherwise in any applicable Order, BT will also invoice you for:
- 10.4.1 Installation Charges, including those set out in the table at Paragraph 11.2 above, on the Service Start Date (or monthly in arrears prior to the Service Start Date for any work carried out where the planned installation period is longer than one month);
 - 10.4.2 Recurring Charges, including those set out in the tables at Paragraph 11.2 and 11.3 above, monthly in advance on the first day of the relevant month or as otherwise set out in an applicable Order. For any period where Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
 - 10.4.3 De-installation Charges, within 60 days of de-installation of the Service;
 - 10.4.4 Any Termination Charges, incurred upon termination of the relevant Service.
- 10.5 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:
- 10.5.1 Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
 - 10.5.2 Charges for commissioning the Service as set out in Paragraph 8.2 outside of Business Hours;
 - 10.5.3 Charges for expediting provision of the Service at your request after you have been informed of the Customer Committed Date;
 - 10.5.4 if you delay delivery of the Service by BT, Charges that would have become due on the last Customer Committed Date agreed in writing by BT and any Recurring Charges that are due monthly in advance; and
 - 10.5.5 any other Charges as set out in any applicable Order or as otherwise agreed between both of us.

11 Charges at the End of the Contract

- 11.1 If you exercise your right under Clause 17 of the General Terms to terminate the Contract or any Service for convenience, you will pay BT:
- 11.1.1 all outstanding Charges for Service rendered;
 - 11.1.2 de-installation Charges as set out in an applicable Order;
 - 11.1.3 any remaining Charges outstanding with regard to BT Equipment;
 - 11.1.4 any other Charges as set out in any applicable Order; and
 - 11.1.5 any charges reasonably incurred by BT from a supplier as a result of the early termination.

12 Service Amendment

- 12.1 The Customer Contact may request, by giving BT Notice, a change to:
- 12.1.1 an Order for a 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,
- and where BT agrees to the change, the Customer will pay any additional Charges.
- 12.2 Anytime during the Contract you may request that the bandwidth of an Etherflow Connected be upgraded or downgraded and you will incur an administration Charge for any such regrade as set out in Paragraph 10.3.
- 12.3 Where BT changes a Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, in its reasonable discretion, apply additional one-time and/or Recurring Charges.

13 Minimum Period of Service

- 13.1 The Minimum Period of Service shall be a period of one (1) year (unless otherwise stated on the Order in which case the Minimum Period of Service is as stated on the Order), and calculated from the Service Start Date, continuing thereafter in accordance with the General Terms.

14 WEEE Directive

- 14.1 You will be responsible under Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("WEEE Directive") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of



any equipment supplied under the Contract that has become waste electrical and electronic equipment ("**WEEE**").

- 14.2 Each of us acknowledge that for the purposes of Article 13, this paragraph 14 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 14.3 You will be responsible for any information recording or reporting obligations imposed by the WEEE Directive.
- 14.4 You will indemnify BT against any claims or legal proceedings that are brought or threatened against BT by a third party which would not have been caused or made had you fulfilled your express or implied obligations under this paragraph 14 or in connection with the WEEE Directive.
- 14.5 BT will notify you of any such claims or proceedings and keep you informed as to the progress of such claims or proceedings.



Part C – Service Levels

15 Service Levels

- 15.1 BT will deliver the Service on or before the Customer Committed Date (the “**On Time Delivery Service Level**”).
- 15.2 BT will aim to comply with the Service Levels set out in this Paragraph 15, but these Service Levels are targets only and BT has no liability for any failure to meet them. If BT fails to achieve this then:
 - 15.2.1 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.
 - 15.2.2 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.
 - 15.2.3 where there are dual circuits to a customer site and in the event that both circuits fail, the provisions of the Service Levels all apply.
 - 15.2.4 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 On Time Delivery Service Credits

- 16.1 If BT fails to comply with the Service Level Guarantees set out in this Paragraph 16 you will be entitled to request the applicable Service Credit as set out in this Paragraph 16 and in accordance with Paragraph 19.
- 16.2 Provision
 - 16.2.1 BT will activate the Service by 23:59 on the Customer committed Date.
 - 16.2.2 If BT does not comply with Paragraph 16.2.1 then you may request Service Credit for the relevant Service up to a maximum of one Month's Circuit Charges in accordance with the following table :

Number of Business Days activation is beyond the CCD	Service Credit Discount on the Installation Charge for the Service
1-10	5%
11-15	10%
16-20	15%
More than 20	20%

17 Service Availability

- 17.1 BT will:
 - 17.1.1 Each SLA Category has an associated Annual Performance Target (“**APT**”), which is used to calculate the APT Downtime
 - 17.1.2 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
 - 17.1.3 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**”).
 - 17.1.4 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
 - 17.1.5 Unless otherwise stated Service Credits apply to each started hour of Downtime above the SCSP.
 - 17.1.6 make the repair service available 24 hours a day, seven days a week including Republic of Ireland bank and public holidays;
 - 17.1.7 respond within four Local Contracted Business Hours of receipt of an Incident report, unless we both agree otherwise in writing;
 - 17.1.8 clear an Incident in a Service reported in accordance with Paragraph 9 within:
 - (i) five hours from receipt of an Incident report unless we both agree otherwise;
 - (ii) five hours from receipt of an Incident report unless we both agree otherwise for Data Centre Access Incident; and
 - (iii) contact you to report the progress being made to restore a Service if the Service is not restored in accordance with this paragraph 17.1.
 - 17.1.9 If:
 - (i) BT does not comply with paragraph 17.1; and
 - (ii) the reported Incident causes a complete loss of Service for more than:
 - (i) five hours;
 - (ii) five hours for Data Centre Access,



after an Incident has been reported to BT in accordance with paragraph 9, BT will credit you the Service Credit for the Service in accordance with Table 1: Service Configuration & Site Location.

SLA Category	Annual Performance Target (APT)	APT Downtime	SCSP for Standard Service Credits	Standard Service Credits	Elevated Service Credits
Standard	=>99.90%	8 hours	1 hour	4% of Circuit Charges	8% of Circuit Charges
Enhanced	=>99.95%	4 hours	immediate	4% of Circuit Charges	8% of Circuit Charges

Table 1: Service Configuration & Site Location

- 17.2 Downtime is measured from when a Qualifying Incident is reported to BT's Service Centre and ends when BT clears the incident. You will be given an incident report reference number ("trouble ticket" number) for each properly reported incident.
- 17.3 BT will inform you when the incident is cleared, and will close the trouble ticket when either of you confirms within 20 minutes that the incident is cleared, or BT has attempted and failed to contact you and the you do not respond within 20 minutes.
- 17.4 If you confirm that the incident is not cleared within 20 minutes of being informed, the trouble ticket will remain open, and Downtime adjusted.
- 17.5 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.
- 17.6 Downtime will not be measured in the following circumstances which do not constitute "Qualifying Incidents":-
 - (i) if you ask BT to test the Service although no incident has been detected and/or reported;
 - (ii) if the Service has been modified or altered in any way by you or at your request;
 - (iii) during Planned Maintenance;
 - (iv) for incidents due to any of your performed network configurations not approved by BT;
 - (v) for changes or alterations made other than by BT to the Service or to BT Equipment, connections,
 - (vi) routing plan, applications or test equipment, or the mapping of applications; or
 - (vii) if an incident is reported and BT cannot confirm that an incident exists after performing tests.
- 17.7 Where any single Qualifying Incident 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.

18 Quality of Service Process

- 18.1 If a Service Level or a Service Level Guarantee contained in Part C is consistently not being achieved, BT will use reasonable endeavours to develop a corrective action plan if requested by you and will keep you informed on a regular basis of all relevant developments concerning implementation of the corrective action plan.

19 Requests for Service Credits

- 19.1 You may request applicable Service Credits within 28 days of the end of the calendar month in which an Incident occurred by providing details of the reason for the claim. Any failure by you to submit a request in accordance with this Paragraph 19.1 will constitute a waiver of any claim for Service Credits in that calendar month.
- 19.2 Upon receipt of a valid request for Service Credits in accordance with paragraph 19.1 and subject to paragraphs 17.1 and 19.3:
 - 19.2.1 BT will issue you with the applicable Service Credits:
 - (i) for late provision in accordance with Paragraph 16.2 by deducting those Service Credits from your next available invoice following the late activation; or
 - (ii) for service availability in accordance with Paragraph 17.1 by deducting those Service Credits from your next available invoice; and
 - 19.2.2 following expiry or termination of the Contract where no further invoices are due to be issued by BT, BT will pay you the Service Credits in a reasonable period of time.
- 19.3 Regardless of what it may say in paragraph 19.2, BT may off-set all or part of any Service Credits against any outstanding sums which you have not paid in accordance with the Contract.



- 19.4 If you dispute the Service Credit calculated by BT, then you will notify BT by the fifteenth day of the calendar month following the late provision or late repair.
- 19.5 If BT rejects a request for Service Credits for any reason, BT will notify you together with the reason for rejection.
- 19.6 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 19.7 A Service Level, Service Level Guarantee and any Service Credit will not apply:
- 19.7.1 in the event that Clause 8 of the General Terms applies;
 - 19.7.2 during any trial period of the Service;
 - 19.7.3 to failures due to any Force Majeure Event;
 - 19.7.4 if you cause a delay or do not provide any requested reasonable assistance or information in accordance with any reasonable timescales BT tells you about or in a timely manner;
 - 19.7.5 to any Incident not reported in accordance with paragraph 9 above;
 - 19.7.6 if BT's failure to meet any Service Level or Service Level Guarantee is due to your own network or Customer Equipment or any other network (including the Internet) or equipment outside the BT Network or equipment on your side of the hand-over port at the back of BT's rack in a Data Centre;
 - 19.7.7 if BT suspends the Service or any part of it in accordance with the Contract;
 - 19.7.8 if, through no fault of BT's own or because of circumstances beyond BT's reasonable control, BT is unable to carry out any necessary work at, or gain access to your Site or an End User's Site or you fail to agree an appointment date or work is aborted;
 - 19.7.9 if there is a cable or exchange breakdown;
 - 19.7.10 if there is a collapsed, blocked (e.g. cement) or damaged duct/manhole;
 - 19.7.11 if there is a manhole or footway box that is contaminated with, or by, a substance which requires special treatment (e.g. petrol);
 - 19.7.12 if asbestos has been identified;
 - 19.7.13 if main frame compression or extension is required;
 - 19.7.14 if both of us agree a different timescale for performance of a Service Level or Service Level Guarantee set out in the Contract;
 - 19.7.15 if through no fault of BT's own, BT is unable to obtain any necessary permissions or consents required in connection with the performance of a particular Service Level or Service Level Guarantee;
 - 19.7.16 if the failure is due to Planned Maintenance or a planned or Emergency Service interruption;
 - 19.7.17 if the failure is due to you submitting an inaccurate Order;
 - 19.7.18 if you have failed to implement any reasonable and clear instructions issued by BT in relation to the Service; or
 - 19.7.19 if you have not complied with the Contract.

20 General Exclusions

- 20.1 Service Credits are limited to the Capping Level and are your sole right and remedy if BT does not meet the Service Levels.
- 20.2 Only measurements carried out by BT shall be used in the calculation of Service Credits.
- 20.3 Where any single Qualifying Incident 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.
- 20.4 The Service Levels do not apply:
- 20.4.1 if you do not provide access, delays providing access or denies permission for BT or its agents and suppliers to carry out necessary repairs to the Service;
 - 20.4.2 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;
 - 20.4.3 if failure is due to matters beyond the reasonable control of BT as detailed in the General Terms;
 - 20.4.4 to any Qualifying Incident not reported in accordance with BT's incident reporting procedures; or
 - 20.4.5 if you have not complied with the General Terms.



Part D – Defined Terms

In addition to the defined terms in the General Terms, 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 General Terms, these defined terms will take precedence for the purposes of this Schedule):

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

“Access Termination Device (ATD)” means 3rd party equipment that terminates a 3rd party access line.

“Affiliate of a Party” means any entity which controls, is controlled by, or is under common control with such Party.

“Aggregate Interface” means an interface to the Customer over which multiple Etherflow Services can be provided.

“APT” or **“Annual Performance Target”** has the meaning given in Paragraph 17.1.

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

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

“Business Hours” means the local working hours in a Business Day or as specified elsewhere in this agreement.

“BT” means BT Communications Ireland Limited.

“BT Equipment” means equipment (including any software) placed on a Site by BT (or by its sub-contractors or third parties) for the provision of the Service.

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

“BT Port” means the handover port on BT's patch panel to which your Internal Fibre Link will be connected.

“Cancellation Charges” means any compensatory charges payable by the Customer to BT on cancellation of an Order in accordance with Paragraph 6 of this Schedule.

“Cessation Charges” means any compensatory charges payable by the Customer to BT on cancellation of an Order in accordance with Paragraph 6 of this Schedule.

“Circuit” means a physical connection and/or a virtual connection “Ethernet Virtual Connection (“EVC”)” to a Site.

“Confidential Information” means all documentation, technical information, Software, business information or other materials designated as confidential by the disclosing Party or that would reasonably be considered to be confidential that are disclosed by either Party.

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

“Contract Year” means a period of 12 months commencing on the Operational Service Date and each subsequent period of 12 months thereafter.

“Customer” means the customer entity named on the Order Form. BT may only accept orders placed by persons acting with the Customer's authority or knowledge.

“Customer Commit Date” means the date on which BT agrees to deliver the Service.

“Customer Contact” means the individual(s) who are authorised to act on your behalf for service management matters.

“Customer Requested Date” has the meaning given in Paragraph 7.1.12.

“ComReg” means the Commission for Communications Regulation. ComReg is the statutory body responsible for the regulation of the electronic communications sector (telecommunications, radio communications, broadcasting transmission and premium rate services) and the postal sector in Ireland.

“CUG” means a network of end points that have the ability to communicate with each other.

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

“Customer Service” means the service provided by you to End Users using the Service provided by BT.

“Customer Service Plan” means a document containing details of contacts, addresses, and telephone numbers for ordering or maintenance of the Services provided under the Contract

“Customer Welcome Pack” means a hand over pack with all of the in life support information and phone numbers for our network support teams

“Data Centre” means a room, building or rack space provided by a third party, which is leased to BT to facilitate termination or as a handover point of BT Network services.

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

“Diversity” means that the fibre paths for each circuit reside in separate cables but the cables may not reside in separate ducts. There is no assurance against duct failure at any point on the 2 circuits. In the event that both circuits fail, the provisions of the Service Levels Annex shall apply.

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

“E-Line” means a service type topography used to deliver logical connections on the network.

“Emergency” means a serious situation or occurrence that:

- a) threatens life and limb; or
- b) may cause or threaten to cause damage to physical property or systems; or
- c) happens unexpectedly and demands immediate action.

“End User” or **“End Customer”** means a person or entity taking the Customer Service (whether directly or indirectly).



“Enhanced SLA” means the Customer is purchasing an enhanced APT (annual performance target) of 99.95% availability.

“Etherway” means the physical access circuit that links a customer site to the nearest BT Point of Presence (PoP). An Etherway can support one or more Etherflows (“EVCs”). This is a BT descriptor.

“Etherflow” means the component of the E-Line Service which provides the logical Circuit that facilitates Ethernet traffic over the BT Network from one of your Sites or an End User’s Sites to its parent E-Line.

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

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

“Jitter” means an indicator of the variation in the time between packets arriving at a Site.

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

“Meet Me Location” means the area or room designated by agreement between BT and the Data Centre operator as the point of Service handover. (Also referred to as “Meet Me Room”)

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

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

“Operational Service Date” means the date on which any Service or part of a Service is first made available to Customer by BT or date when Customer first starts to use such Service (or part of the Service), whichever date is earlier.

“Order” means any document issued by BT that sets out the services being procured and details charges for the relevant Service and for the purposes of this Schedule may be the Customer Requirement Form which the Customer may submit by email or BT’s Online Order Gateway.

“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 Sites for connection to the Network Terminating Unit.

“Network Terminating Unit” or “NTU” means the socket where your wiring, equipment or existing qualifying data service is connected to the Access Line. “NOC” means Network Operations Centre that will be contacted to prove that you can remotely access the Purchased Equipment in relation to the Managed Install Service Option.

“Notice to Amend” has the meaning given in Paragraph 6.12.3.

“Packet Delivery” means a measure of data successfully conveyed via the BT Network.

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

“POP” means an artificial demarcation point or interface point between communicating entities where the entities build a connection with each other.

“Port Based” means that the BT Etherflow Service does not require VLAN tagging and only a single EVC can route through the Service.

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

“Quarter” means a calendar quarter (3 Months). The initial Quarter shall be charged from the Service Start Date and shall be pro-rated to co-ordinate with the next calendar Quarter.

“Round Trip Delay” (“RTD”) means an indicator of Network delay performance.

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

“Service Credit Start Point” or “SCSP” has the meaning given in Paragraph 17.1.

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

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

“Service Start Date” means the earlier of the date on which any Service or part of a Service is first made available to the Customer by BT or the date when the Customer first starts to use the Service.

“Site” (or “Location”) means the place at which BT agrees to provide and deliver a Circuit to a Customer.

“Termination Charges” has the meaning given in Paragraph 11.1.

“Traffic Class” means the configuration parameters set-out in Clause 1.2 of the Etherflow Annex and is often referred to as Class of Service (CoS) or Quality of Service (QoS).

“Standard On Net” Means the order can be delivered on an existing BT fibre network.

“Standard SLA” means the Customer is purchasing a standard APT (annual performance target) of 99.90% availability.

“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.

“WEEE” has the meaning given in Paragraph 14.1.

“WEEE Directive” has the meaning given in Paragraph 14.1. “White Label Service” means a Service without any branding rights, that you will re-brand using the attributes and strengths of your own brands.