

BT IP CONNECT IRELAND Service Service Specific Terms and Conditions

Doc 8.1 July 2013

These BT IP Connect Ireland Service Specific Terms and Conditions, consisting of these terms and conditions, attached annexes and Order Forms, constitutes a Service Schedule to the Products and Services Agreement ("PSA") between BT Communications Ireland Limited and the Customer. The Service Schedule and references to the Service Schedule shall be deemed to include the terms and conditions of the Products and Services Agreement. In the event of conflict between the General Terms and Conditions and this Service Schedule, the order of priority shall be as stated in the PSA.

1. Definitions

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

"Access Line"	means a Circuit connecting a Site to the BT IP Connect Ireland Network.
"Availability"	means the period of time when the Service is working.
"BT IP Connect Ireland Network"	means the core network infrastructure owned or leased by BT used to provide the Service. For the avoidance of doubt the boundary of the BT IP Connect Ireland Network is the Port.
"Business Hours"	means the local working hours in a Business Day in the country or region where a Site is located (as specified on the Order Form) unless otherwise advised to the Customer by BT.
"Circuit"	means a physical connection to a Site.
"Class of Service" ("Class or CoS")	has the meaning given to it in Section 2.11.
"Contracted Maintenance Hours"	means the hours during which BT shall provide maintenance for BT Equipment selected by the Customer and set out on the Order Form.
"Downtime"	means the period of time during which a Qualifying Fault(s) exists.
"DSL"	means ADSL or SDSL or both (ADSL means asymmetric digital subscriber line, SDSL means symmetric digital subscriber line).
"EFM"	means ethernet in the First Mile and is an access technology which is delivered over four bonded copper pairs, offering symmetrical speeds from 3 to 20 Mb/s (depending on quality of copper and distance from exchange).
"Etherflow Virtual Connection"	means an EVC which is configured to provide a virtual path

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	over (“EVC”)” the BT IP Connect Ireland Network between the Customer’s selected Sites.
“Gateway”	means an interface that allows the transfer and/or conversion of data between the Service and other service(s).
“In-Contract”	means that the data sent by Customer is within the configuration rules specified in this Service Schedule and supported by the Service Level Agreement.
“Indicative Delivery Date”	means an estimated delivery date provided to the Customer by BT after the Customer has signed the Customer has signed the Order.
“Internet”	means the global data network comprising interconnected networks using the TCP/IP protocol suite.
“Internet Protocol” (“IP”)	means a network layer/protocol offering a connectionless internet network service.
“ISDN”	means integrated services digital network, a global public communications network.
“LAN”	means Local Area Network comprising the Customer’s internal data network.
"Local Contracted Business Hours"	means the hours during which maintenance in respect of the Access Lines shall be provided as specified on the Order Form.
"Managed Router"	means the Router managed by BT, provided at a Site as part of the Service.
"Month"	means a calendar month.
“Operational Service Date”	means 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 such Service (or part of such Service), whichever date is earlier
“Order”	means the form completed by BT and the Customer setting out detailed Service specific information and Charges.
"Out-of -Contract"	means that the data sent by Customer is outside the configuration rules specified in this Service Schedule and as result is not supported by the Service Level Agreement.
"Planned Maintenance"	means any work planned in advance to be carried out by BT

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or on behalf of BT.

“POP”	means point of presence, a geographical location where BT has a presence to access the Service.
“Port”	means the physical and logical termination point of the Service located at the BT IP Connect Ireland Network.
“PSTN”	means a public switched telephone network, either privately or government owned, that forms part of a global interconnected telephone network.
“Quarter”	means a calendar quarter (3 months). The initial Quarter shall be charged from the Operational Service Date and shall be pro-rated to co-ordinate with the next calendar Quarter.
"Qualifying Fault"	means a fault resulting in a total loss of Service (both primary and any resilience/back-up) to a Site or EVC as appropriate.
“Router”	means the equipment which determines the network priority and, if applicable, the route to be used by the Service.
“Service”	means the service, as described in Clause 2 and as specified in the Order Form and any attached annexes.
“Service Availability Area”	means the DSL coverage area in a country as may be amended by the DSL supplier from time to time.
"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”	means the demarcation point up to which BT will manage the Service.
“Site” (or “Location)”	means the place at which BT agrees to provide the Service, or access to the Service.
“Termination Charges”	means the termination charges set out in clause 7.
“VPN”	Virtual Private Network means a network constructed either within the Internet or on a service provider’s shared network platform (often using MPLS protocols) including systems that use encryption and other security mechanisms to ensure that only authorised users can access the network. The BT IP Connect Ireland Service is the latter.

2. Service Description

2.1 Overview

The BT IP Connect Ireland Service is a private IP-based VPN service based on Multi-Protocol Label Switching industry standards that provides the Customer with an any-to-any connectivity and differentiated performance levels and prioritisation of delay and non-delay sensitive traffic as well as voice and multi-media applications, all on a single network. The Service allows the creation of a private, secure VPN(s) for the Customer whereby any Site within the Customer IP VPN can directly communicate with any other Site within the same Customer IP VPN.

The Service comprises Access, Port (s) and Class of Service (CoS) and is supplied with Managed Routers.

The Service includes the following features:

- Support for VPNs on a shared IP infrastructure
- National availability including coverage in United Kingdom
- Six Classes of Service (CoS)
- Access via:
 - Dedicated Access
 - xDSL
- Local Customer service to handle fault management, service implementation and general enquiries.
- Comprehensive performance reporting
- Managed Routers
- Optional features
 - 3G as a back-up option
 - Multiple VPN (available as Special Bid)
 - Service Options
 - Technical Support
 - Service Management
 - Project Management

2.2 Service Components

The following types of access to the BT IP Connect Ireland Network are available:-

- Leased Line
- Digital Subscriber Line (“DSL”)
- Ethernet
- 3G as back up

Not all types are available in all locations and not all are suitable for all the Customer’s applications. The applicable access type shall be defined on the Order.

2.3 Access and Installation

- 2.3.1 There are a number of methods of access which may be available to the Customer as described herein namely On Net Access (BT) or an approved 3rd party access provider.
- 2.3.2 All pricing is subject to a final engineering survey which may result in additional Customer costs for further civil works including, but not limited to, costs associated with (1) installing any new duct; (2) clearing existing duct; (3) new duct/poling and/or fibre build work; and/or (4) any civil works which may be necessary to establish an Etherway Access connection.

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- 2.3.3 In respect of any of the costs described in 2.3.2 above coming from a third party access provider, such costs will be notified to the Customer without undue delay once BT has placed the order with the third party access provider and received notice of any such costs from the access provider (for the avoidance of doubt final engineering survey may take place after BT places the order with the third party provider).
- 2.3.4 Once notified of the costs outlined in 2.3.2 above, the Customer may then either (i) agree such additional costs; or (ii) cancel the order and the Customer hereby agrees in such instance to discharge immediately any cancellation fee imposed by a third party access provider in respect of such cancellation.
- 2.3.5 Where the Customer does not confirm the order within 10 working days of having been notified of such additional costs, the order will be deemed to have been cancelled. In this case also, the Customer hereby agrees in such instance to discharge immediately any cancellation fee imposed by a third party access provider in respect of such cancellation.
- 2.3.6 The Customer accepts and acknowledges that, from time to time, where 3G backup is required additional installation costs may apply, in addition to the standard charges specified in the Order Form. In this case such additional installation costs will be communicated to the Customer by email to the address provided by the Customer in the Order Form. The Customer has ten (10) Working Days to confirm acceptance of those additional charges by return of email at which time the installation will be progressed. In the event that the Customer does not respond within this time period, the order for the 3G backup will be deemed to have been cancelled by the Customer and the Customer will be liable for any reasonable costs incurred by BT in respect of that order.
- 2.4 BT will provide the Service(s) as described in this Schedule.
- 2.5 If BT detects or the Customer reports a fault, BT will do the following:
- Network Faults: BT will respond to reported faults without undue delay.
- Access Faults: BT will work with the relevant supplier to restore service as soon as practicable during Local Contracted Business Hours.
- 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.
- BT is not responsible for rectifying any faults:-
- in any Customer, host or LAN application;
 - in any cable, connector or interface between the BT Equipment and any Customer Equipment;
 - in any equipment or device that is not provided by BT; or
 - beyond the Service Management Boundary.
- 2.6 BT has the exclusive right to manage the configuration of BT Equipment.
- 2.7 In addition to maintenance performed during BT's regularly scheduled maintenance windows, BT may carry out Planned Maintenance from time to time. Except in the case of essential emergency works (which will be carried out by BT as necessary and BT cannot guarantee that any notice will be provided), BT aims to inform the Customer at least:
- 10 days before scheduled hardware or software maintenance on the BT IP Connect Ireland Network and/or BT Equipment;
 - without undue delay for scheduled Access Line supplier maintenance.

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

2.8 Leased Line Access

Leased Line Access available only in the UK is a dedicated circuit from a Site to the nearest BT IP Connect Ireland Network POP, and is capable of carrying all CoS.

2.9 Copper Based Access Types (DSL and EFM)

- Business DSL Standard (ROI) with contention greater than 10:1, suitable for DE Class.
- Business DSL Premium (UK only) with a contention ratio of the DSL Access Line speed to the expected throughput ("contention") of between 1:1 and 1:8 depending on location and supplier. It is suitable for all CoS.
- Business DSL Plus (UK only) with contention between 4:1 and 10:1, suitable for AF and DE Classes.
- EFM with uncontended ethernet access

For DSL access the Port speed will be set to the DSL speed, and traffic may burst to the Access speed if bandwidth is available. Typical throughput will be limited by the contention ratio.

The EFM access offers symmetrical speeds from 3 to 20 Mb/s (depending on quality of copper and distance from exchange). BT cannot guarantee the specific speeds of access until final delivery of the connection upon completion of the network synchronisation. For EFM the port speed is a variable component which is a customer option at time of order.

BT will not provide DSL services if the Customer provided Access is connected to a PBX or related equipment. If BT provides the DSL Local Loop Access, BT will deliver the DSL up to a defined demarcation point. Telephony services on the DSL will be disabled, and the line may only be used with the Service. DSL and EFM Orders are subject to survey, which is a check to determine if BT's supplier can deliver the copper 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.

2.10 Voice traffic over ADSL

Voice traffic over DSL cannot be guaranteed from a Service Level Agreement perspective and therefore no service guarantees are available.

- The ability to make 999 or 112 emergency calls cannot be guaranteed. Wherever possible alternative arrangements should be made and a primary telephone line maintained. It is the customer's responsibility to ensure emergency call access provisions are made available .
- BT aims to provide a continuous service to the Customer, but the Service may be impaired by the uploading or downloading of data
- BT cannot guarantee that if a voice service is acceptable on day 1 that this will continue to be the case.

- BT agreement to provide IP telephony equipment & configuration at sites served by ADSL in no way implies any Service Level Guarantee for VoIP over ADSL this includes Voice Call Quality & Connection.
- BT will not accept faults concerning Voice quality or service at sites served by ADSL or where one Call Leg is from or to a site served by ADSL.
- BT strongly recommends against the use of VoIP over ADSL for all external facing calls & call centre applications.

2.11 Ethernet

Etherflow access; a dedicated Ethernet access circuit connecting a Site to the BT Network is available in some locations. The following limitations apply;

- a) Framing overheads will reduce IP throughput, by up to 9% of the “headline” access speed; and
- b) maximum EF traffic is 50% of Port speed.

2.12 Port

The Port is the point at the BT IP Connect Ireland POP where the Access is connected to the BT IP Connect Ireland Network. Where the Access speed is in excess of the Port speed, traffic shaping will be used to limit use of Access capacity to the Port speed.

2.13 Class Of Service (“Class or CoS”)

CoS is an optional feature which may be selected by the Customer. In the event that CoS is not expressly selected on the Order Form it is not part of the Customer’s Service and the clauses regarding CoS contained herein do not apply to the Customer’s Service. BT reserves the right to amend the terms of its CoS offering from time to time without notice.

CoS is a means of providing differentiated service across a BT IP Connect Ireland network allowing congestion avoidance and management. The Customer’s traffic can be either “In-Contract” or “Out-of-Contract”. In-Contract traffic is data sent by the Customer within the configuration rules specified by BT and is supported by the Service Levels set out in this Service Schedule. Out-of-Contract traffic is data sent by the Customer outside the configuration rules specified by BT and is not supported by the Service Levels set out in this Service Schedule.

The Service has three (3) types of application CoS (EF, AF and DE). Up to four separate AF Classes can be ordered adding up to 6 Classes in total. CoS varies based on application type and speed, but the Access Line and the Port must have the same or greater bandwidth than the total contracted rate per CoS, (Note the contracted rate for each AF Class is counted separately). The Customer’s applications mapping policy to the appropriate CoS, based on the applications operating across the Customer VPN, must be set in consultation with BT. Any traffic not identified as part of a subscribed CoS will be marked DE. The prioritisation of data within the Service is set out below.

Expedited Forwarding, (“EF Class”) is for voice over IP applications. The Customer must specify the amount of EF Class traffic “contract rate” required. There is no bursting capability for EF Class traffic and any traffic above contract rate will be dropped.

Assured Forwarding, (“AF Class”) is for delay-sensitive data traffic. The Customer specifies the amount of AF Class traffic (“In-Contract” bandwidth). Traffic may burst above the contract rate if bandwidth is available (“Out-of-Contract” bandwidth). The assured throughput for each AF CoS is the In-Contract bandwidth for that CoS. Traffic in excess of the In-Contract bandwidth in any AF Class will be marked Out-of-Contract.

Default, (“DE Class”) is for delay tolerant applications. DE Class is not ordered separately and is included in the Charge for the Port. DE Class can burst to Port speed if other Classes are not using the bandwidth. DE traffic is “bleached”, as it carries no priority over and above other CoS. Some Access types allow this bleaching to be turned off if specified by the Customer in the Order.

2.14 Service Optional Features

In some cases the combination of options the Customer requires will limit the configuration of such options.

2.13.1. Multiple VPN

Multiple VPN can be ordered for Sites with Access Lines connecting directly to the BT IP Connect Ireland Network. It enables the Customer to define more than one VPN within its network and connect Sites to a number of VPNs. Multiple VPN cannot be provided over DSL.

The Customer can partition routing and traffic between Sites securely right up to the LAN port. Each Site can be a member of some or all of these VPNs allowing Communities of Interest (“COINs”) to be set up. BT will not provide any connectivity between the VPNs.

If a Router supports connectivity to Multiple VPNs, traffic from each VPN will be routed to a dedicated LAN or sub interface on that Router.

Each Site must have one VPN connection designated as the primary VPN for management connectivity.

CoS specifications can be aggregated either across the Port or per VPN at each Site.

For Leased Line Access frame relay protocol is used to present each VPN logically as a dedicated frame relay PVC over the Access Line.

For Ethernet access the same is achieved through the use of 802.1q vlans (“virtual local area network”) standards.

2.13.2. 3G Back-Up (Optional for xDSL connected sites)

This option for resilience may be available in some Customer locations where a suitable 3G signal exists. It provides an automated backup capability for the xDSL Line and the BT IP Connect Ireland Network in case of failure. In case of such failure a 3G session is automatically initiated from the Managed Router at the failing Site. This is monitored to ensure that the 3G session is released as quickly as possible once the failed xDSL Line or the BT IP Connect Ireland Network is restored. A data limit for 1Gig data per Month will apply and the Customer may be liable for any excess usage charges of 10c per Mb for exceeding the data limit as set out.

In the event of a Site where the 3G coverage or signal is weak (as determined by BT), a repeater or external antenna may be installed to boost signal. BT will not be responsible for securing any additional permissions that may be required for the installation of external antenna or any additional

costs that site owners or landlords may apply and all costs and/or charges relating to such installation shall be payable by the Customer.

For the avoidance of doubt, the Customer shall become liable for, and BT shall commence billing (in accordance with these terms) for all other operational elements of the Service.

2.13.3. Failover Port (Resilient Access – non-standard)

The Customer must order two Leased Line Accesses and two Managed Routers, and designate one the Primary and the other the Failover. Each Access will connect to a separate Port at the BT IP Connect Ireland Network.

If the Primary Access or Router fails, traffic will be re-routed to the Failover. The Failover Access may be of equal or less bandwidth than the Primary. The Customer may order different CoS on the Primary and Failover, but in that case it may not be possible to carry all traffic effectively on the Failover. If the Customer orders the Failover Port at the same POP as the Primary, then Failover Port Charges will be lower than standard Port Charges provided that the Customer only uses the Failover if the Primary fails. BT reserves the right to increase the Failover Port Charge if the Customer uses both Ports at the same time.

2.15 Service Options

Not all Service Options are available in all locations. All options and, if applicable, frequency of delivery, will be as specified on the Order Form.

Options for Project Management and Service Management will apply to all Sites in the Customer's network. Technical Support can be specified by Site.

2.16 Project Management

In addition to the Service Centre, the Customer can order Project Management of network installation at BT prevailing rates at that time. With this option, BT will provide a project manager who will perform the following

- Develop an implementation Plan
- Review and report progress against plan
- Adapt the plan to meet changes (*)
- Develop and agree a test plan.
- Confirm that the test plan has been completed.
- Provide a closure report.

(*) If the Customer requests changes that affect more than 10% of the original BT Project Plan, BT reserves the right to review the Project management charge.

2.17 Equipment

2.16.1. Customer Premises Equipment

BT will install the Customer Provided/BT Managed Equipment and manage its maintenance, monitoring and configuration. All Customer Provided/BT Managed Equipment will be Managed Routers. A number of maintenance service options are available, and the maintenance service option selected for each Site must be specified on the Order Form. The BT Equipment maintenance options apply to Severity 1 faults.

2.16.2. The following options are provided with the Customer Provided /BT Managed Equipment:

- Router Configure and Commission
- Proactive Fault Management
- Change Management

For Customer Provided Equipment the charges are included in the Customer Provided CPE Equipment Charges.

2.16.3. Router Configure and Commission

BT will provide the following:

- **Installation and Configuration.** The Routers and network service will be configured and installed (both hardware and software) to deliver connectivity for the Customer's traffic across the Network.
- **Commissioning.** Network commissioning and acceptance testing will be performed prior to BT providing the Customer with design and configuration details. The testing is up to Layer 3 of the Open Systems Interconnection (OSI) reference model. A copy of the initial Router configuration will be kept by BT.

2.18 Change Management

BT will perform routine software configuration and upgrade tasks remotely on Managed Routers.

Change Management is provided with five changes per Managed Router per annum (in aggregate). Any additional changes will be charged at the then current BT rates.

BT will be responsible for network design activity and will ensure that any proposed reconfigurations of Managed Routers do not conflict with the existing Customer network.

BT will perform any network changes required at the same time. If the changes require changes to Port and/or Access speeds, then Port and/or Access reconfiguration charges will apply.

2.19 Archiving Service

BT will archive Router configuration files and restore configurations in the event of a Managed Router failure. BT will store copies of the three most recent configurations for each Router.

2.20 OS Upgrade Service

BT provides software maintenance for Routers ensuring that the level of software is appropriate. Prior to any upgrade, BT will evaluate the impact to the Customer's network.

BT will also provide upgrades to OS versions as the manufacturer makes them obsolescent or if changes to the Service required by the Customer can only be supported via a later release of software.

All BT Managed Routers will be configured so that new software can be downloaded to the Router, in addition to the existing Router configuration.

Additional charges will apply if a hardware upgrade is necessary to support the software upgrade.

2.21 Proactive Fault Management

Polling and monitoring is performed at least every five (5) minutes. If a problem is detected, BT will perform initial diagnostics within fifteen (15) minutes of detection and, if necessary report a fault. It should be noted that due to the complexities of meshed router networks a fault may appear in one Managed Router but may actually be occurring on a different Managed Router in the network. This may delay the identification of the cause of any fault.

3. Minimum Period of Service

- 3.1. The Minimum Term shall be expressly stated on the Order Form and if not expressly stated on the Order Form, the Minimum Period of Service for each Site shall be twelve (12) months, which will commence on the Operational Service Date of each Site provided that the Operational Service Date of the hub site shall be deemed to be the date on which Service is live between the hub site and one branch site.
- 3.2. Following expiration of the Minimum Period the Service shall continue in full force and effect until terminated by either Party, in accordance with the General Terms and Conditions of the Products & Services Agreement.
- 3.3. The Customer acknowledges and agrees that the Etherway Access Service cannot be terminated by the Customer until such time as all Etherflow Orders have been terminated or expired in accordance with the terms and conditions of the MSA and this Service Schedule and as such the Etherflow Service is no longer provided by BT to the Customer.
- 3.4. Where the Customer is utilizing the Service as part of another service provided to the Customer by BT (including but not limited to BT Internet Access and BT MPLS services), the Customer may not terminate the element of the Service being used to provide the other service until such time as the other service is terminated or expires in accordance with the terms thereof.

4. Service Delivery

- 4.1. On the Order for any Site, the Customer may request a delivery date (the "Customer Requested Date" or "CRD"). After the Customer has signed the Order BT will provide an Indicative Delivery Date and (where applicable) BT will then conduct a Site survey. Subject to there being no issues arising from the Site survey and subject to BT receiving appropriate confirmation from its suppliers, BT will provide a Customer Commit Date ("CCD"), which is the date on which BT agrees to deliver the Service. Notwithstanding sections 4.2 and 4.3 below, if the Customer delays Service delivery, the Customer agrees that it shall pay (i) BT's invoice for Charges which would have become due on the last CCD agreed in writing by BT and (ii) BT's invoices for recurring Charges, which are due monthly in advance. In these circumstances the Service Levels on Service delivery after the CCD as set out in the Service Level Agreement below shall not apply.
- 4.2. If the Site survey reveals issues which affect the Order (including Charges and conditions) BT reserves the right to provide a new quotation. If the Customer accepts the new quotation then the existing Order will be cancelled, a new Order will be generated on the basis of the new quotation and the provisions of section 4.1(a) shall apply. If the Customer does not accept the new quotation then the existing Order will be cancelled, BT will not provide Service and the Customer agrees that BT shall not be liable in these circumstances.
- 4.3. For the purpose of these Service Annex sections 4.1 and 4.2 amend and supersede the provisions of the Service Level Agreement below.
- 4.4. BT will configure the Equipment, CoS and Access, so that traffic can be transmitted from one Site to another, and conduct a set of standard tests to ping the Managed Router.

- 4.5. For the purposes of sections 4.2 above, the Customer may wish to migrate its traffic after BT has conducted its standard tests. In these circumstances the Operational Service Date occurs when BT has successfully completed its standard tests. BT can assist with traffic migration after the Operational Service Date subject to an additional charge.

5. BT's Responsibilities

5.1. Network Management

The BT IP Connect Ireland Network is provided 24 hours a day, 365 days per year. BT will respond to faults detected by BT or reported by the Customer as set forth in clause 5.3 below.

5.2. Service Centre

- 5.2.1. BT will provide the Customer with the contact details (either e-mail, telephone or fax, as appropriate) of designated contact points, collectively "Service Centre", which will be the Customer's contact points for placing orders, 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 order services or make enquiries during Business Hours, or as specified on the Order Form.
- 5.2.2. Where available, BT will give the Customer the option of access to BT's online performance reporting portal which will give online access to a range of reports. The online reporting portal is in addition to, and does not replace the Service Centre.
- 5.2.3. BT will provide a standard Customer Handbook as a guide for the Customer, containing information about the Service provided and managed by BT.

5.3. Fault Reporting and Fault Repair

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

BT IP Connect Ireland Network Faults. BT will respond to reported faults without undue delay.

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

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

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

BT is not responsible for managing or correcting:-

- any Customer host or local area network application; nor
- any cable, connector or interface between the Service Management Boundary and any Customer Equipment; nor
- any fault beyond the Service Management Boundary.

5.4. IP Addresses, Domain Names and Telephone Numbers

Except for IP addresses expressly registered in the Customer's name, all IP addresses, BT based domain names and telephone numbers made available on the Customer's behalf in connection with the Service shall at all times remain the property of BT or its suppliers and shall be non-transferable, and the Customer shall have no right to use such IP addresses, domain names or telephone numbers upon termination or expiration of the Service.

5.5. BT Service Management Boundary

The Service Management Boundary is the LAN port on the Router. This includes provisioning, maintenance and management of all elements up to this Service Management Boundary. The cable which connects to the Customer Equipment is the responsibility of the Customer.

6. The Customer's Responsibilities

- 6.1. The Customer will provide BT with a completed Order Form.
- 6.2. The Customer will provide internal cabling between the Service Management Boundary and any Customer Equipment, as appropriate.
- 6.3. The Customer will provide BT with the name(s) of the individual(s) to contact for service management matters ("Customer Contact") and all requisite contact details. The Customer will notify BT of any changes to the Customer Contact details in writing as soon as practicable. The Customer Contact will be responsible for any issues relating to the Service; e.g. providing BT assistance and information during implementation, reporting of any fault in the Service and for all subsequent fault management communications between BT and the Customer. The Customer Contact will be available during the period of implementation of the Service and during Business Hours. The Customer acknowledges that if the Customer Contact is not available at all such times, BT may not be able to meet the applicable response and restoration times (including any referred to in any applicable Service Level Agreement).
- 6.4. Where the Customer is responsible for any preparatory work, such as the provision of items required by BT in order to be able to fulfil its obligations, the Customer shall ensure that all such activities are completed and items are made available in sufficient time to allow BT to complete its work in accordance with the agreed timetable.
- 6.5. The Customer is responsible for providing and maintaining the Customer's own LAN.
- 6.6. The Customer is responsible for ensuring the compatibility of any Customer Equipment used in conjunction with the Service and BT does not make any commitment with respect to the interoperability between the Service and Customer Equipment.
- 6.7. The Customer must not use any BT provided DSL line to make or receive PSTN calls.

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- 6.8. The Customer must not make changes to the line or any telephony service on the line, without BT's prior written agreement. Any costs incurred by BT for such changes will be due and payable by the Customer to BT and shall be charged by BT to the Customer.
- 6.9. The Customer is responsible for providing all service items (e.g. internal cabling) from the DSL Local Loop Access demarcation point to the Router.
- 6.10. The Customer will be responsible for procuring any landlord/site owner consents for the installation of external antenna and any costs and/or delays that may arise from such procurement and/or installation.
- 6.11. The Customer will provide BT with all reasonable assistance for BT to perform Service delivery and acknowledges that certain minimum technical requirements may be necessary. BT will inform the Customer in advance of these requirements.
- 6.12. Some Services require the Customer to provide a PSTN or ISDN line(s). The Customer will pay all Charges related to provision and use of and report any faults in such lines directly to the supplier. The lines may only be used in connection with the Service.
- 6.13. The Customer will provide and maintain its own LAN and ensure that the LAN protocols and applications it uses will operate satisfactorily over the Service.
- 6.14. The Customer will provide, at its own cost, any necessary internal cabling between the BT Equipment and any Customer Equipment (including PBX).
- 6.15. If Third party software is required in order to operate the Services, the Customer is responsible for ensuring that it has the appropriate number and type of software licences and that any applications (other than ones provided by BT as part of the Service) are compatible with the Service.
- 6.16. The Customer will ensure that it has appropriate security policies, including data archiving, in place.
- 6.17. BT cannot ensure that any requested Domain Name will be available from or approved for use by the Internet authorities and BT has no liability for any failure in the Domain Name registration, transfer or renewal process.
- 6.18. The Customer warrants that it is the owner of, or is authorized by the owner of the trade mark or name that it wishes to use as a Domain Name.
- 6.19. 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 authority, and thereafter be responsible for paying such fees directly to the relevant Internet authorities.
- 6.20. The Customer is responsible for the distribution, ongoing management, maintenance, security and proper use of all valid usernames, userIDs and passwords used in connection with the Service and shall:
- 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;
 - not change or attempt to change a user ID;
 - take all reasonable steps to prevent unauthorised access to the Service; and
 - satisfy BT's security checks if a password is lost or forgotten.
- 6.21. BT reserves the right to:
- 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

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- require the Customer to change any or all of the Customer's passwords.

6.22. The Customer acknowledges that any voice Service provided by BT may not be capable of either calling emergency services and/or correctly identifying the caller's location to the emergency service. The Customer agrees that it is responsible for ensuring that it puts appropriate measures in place to enable Users to call emergency services.

7. BT's Acceptable Use Policy

The Customer is responsible for its Content and that of any of its Users (including any Content hosted by the Customer or any User on behalf of third parties). The Customer acknowledges that it has read and agrees to be bound by and to ensure that any Users will comply with this BT Acceptable Use Policy ("AUP") and the acceptable use policies of any connected networks and generally accepted Internet standards.

7.1. The Service must not be used:

- a) fraudulently or in connection with a criminal offense under the laws of any country where the Service is provided;
- b) 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;
- c) in contravention of any instructions that BT has given under the Etherflow/Etherway Access MSA;
- d) to cause annoyance, inconvenience or needless anxiety;
- e) to send or provide or receive unsolicited advertising or promotional material.

7.2. The Customer must not use a Domain Name which infringes the rights of any person in a corresponding trade mark or name.

7.3. If the Customer or anyone else, (with or without the Customer's knowledge or approval) uses the Service in contravention of the AUP; or uses the Service in any way which, is, or is likely to be, detrimental to the provision of the Service to the Customer or any other customer and fails to take corrective action within a reasonable period of receiving notice from BT, then BT can treat the contravention as a material breach and as such BT may either suspend the Service or terminate the Service pursuant to the General Terms and Conditions of the Etherflow/Etherway Access MSA. If Service is suspended it will not be restored until the Customer provides an acceptable assurance that there will be no further contravention.

8. Charges and Payment Terms

8.1. Charges will be paid in accordance with the General Terms and Conditions, these terms and conditions and the Order Form. Charges for use of the Service will be calculated in accordance with details recorded by, or on behalf of, BT.

8.2. The charges for the Service will comprise some or all of the following components, depending upon the Option selected on the Order Form:

Pricing Element	One-time Charge	Recurring Charge	Notes
Access Line	Install/De-install	Monthly charge	

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DSL Line	Install/De-install	Monthly Charge	Charge for DSL access includes port charge
DSL Local Loop	Install/De-install	Monthly Charge	For BT provided DSL Local Loop
Port	Install/De-install	Monthly charge	Charges vary by speed, CoS, location and Resilience (whether primary or secondary).
Class of Service (CoS)	CoS re-configuration	Monthly charge	
Optional Features			
Multiple VPN (Special Bid)	Install/De-install	None	
3G Back Up (1Gig data allowance)	Install/De-install	Monthly charge	Includes monthly limit of up to 1 Gig of data
3G Back-Up Excess data charges	10c per Mb in excess of 1Gig		
3G Failed Signal	Install charge including once off charge to cover provision of repeater & external antenna		
Technical Advisory Services	Call-off (charged per day)	None	
Service Account Manager	None	Monthly charge	
Project Management	Install Charge		Charged per day for each Project Management option (project managed install) ordered.
BT or Customer Provided Equipment for IPCI	Install/De-install Upgrade	Monthly charge	Includes CPE Maintenance & Management

- 8.2.1. The Port charge is based on speed provided and includes DE Class.
- 8.2.2. The CoS charge is based on the CoS mix and speed. The CoS charge for AF Class at each Site, is for the total AF CoS ordered at the Site.
- 8.2.3. The Failover Port charge is based on Port, Router and Access Line of the primary Site.
- 8.2.4. The Multiple VPN (non-standard) charge applies to all but the Primary VPN.
- 8.2.5. BT Equipment Charges will be based on the equipment, maintenance and management options ordered.
- 8.2.6. The 3G charges are based on a 1Gig data allowance per month and any additional usage beyond the 1 Gig allowance will result in additional usage charges
- 8.2.7. For failed 3G installs where coverage is weak then additional once off charges will apply for the supply of internal repeater, external antenna and installation charges for engineering time. For the

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avoidance of doubt, the Customer shall become liable for, and BT shall commence billing (in accordance with these terms) for all other operational elements of the Service.

- 8.3. The Customer shall be liable for the charges detailed on the Order Form:
- a) One-time installation charges will be invoiced upon the Operational Service Date(s).
 - b) Unless otherwise stated on the Order Form, Recurring Charges will be invoiced monthly in advance.
 - c) Unless otherwise stated on the Order Form, Usage charges will be invoiced monthly in arrears, and will be calculated at the current prevailing rates, unless otherwise agreed in writing.
 - d) One-time de-installation charges will be invoiced within 2 Months of de-installation.
- 8.3.1. For the purpose of calculating a charge payable for any period:
- a) each period will be deemed to begin on the first day of the relevant Month.
 - b) for any period where Service is provided for less than one Month, the recurring charges will be pro rata on a daily basis.
- 8.4. The charges for the Service and for optional Service features (including upgrades and re-configuration), shall be set forth in the relevant Order Form.
- 8.5. Charges for use of the Service from or within a country where Service is regulated will be as detailed in the relevant Tariff, web posting or other regulated document.
- 8.6. Service Delivery is completed within the Business Hours of the Site location. The Customer is liable for any additional charges for Service Delivery outside of Business Hours.
- 8.7. BT reserves the right to charge the Customer for
- a) investigating Customer reported faults and BT finds no fault or that the fault is outside the Service Management Boundary;
 - b) Service Delivery outside of Business Hours;
 - c) Restoring Service if the Service has been suspended; and/or
 - d) Excess Construction Charges as noted in 2.2 above.
 - e) Any additional charges BT is required to pay by a third party access provider.
- 8.8. All pricing is subject to a final engineering survey which may result in additional Customer costs for further civil works including, but not limited to, costs associated with (1) installing any new duct; (2) clearing existing duct; (3) new duct/poling and/or fibre build work; and/or (4) any civil works which may be necessary to establish an Etherway Access connection.
- 8.9. In respect of any of the costs described in (b) above coming from a third party access provider, such costs will be notified to the Customer without undue delay once BT has placed the order with the third party access provider and received notice of any such costs from the access provider (for the avoidance of doubt final engineering survey may take place after BT places the order with the third party provider).

- 8.10. Once notified of the costs outlined in (b) above, the Customer may then either (i) agree such additional costs; or (ii) cancel the order and the Customer hereby agrees in such instance to discharge immediately any cancellation fee imposed by a third party access provider in respect of such cancellation.

8.11. Re-configuration Charges

- 8.11.1. Port Upgrades. If the new Port speed is greater than the old Port speed, there will be no De-install Charges for the old Port. A new Port Install Charge will apply. The Customer must also pay any Charges that BT pays the Access Line supplier for any changes to the Access Line. No decreases to Port speed for the affected Port may be made for thirty (30) days following an upgrade.
- 8.11.2. CoS Changes, including Multiple VPN CoS changes, have a reconfiguration charge. No decreases to the affected CoS may be made for thirty (30) days following a change.
- 8.11.3. Changes to Access speed or location will incur Installation Charges for the new Access and De-installation Charges for the old Access.
- 8.11.4. Changes to Routers will incur Installation Charges for new hardware or change in location, and De-installation Charges for replaced or re-located hardware.
- 8.11.5. DSL Upgrade or Downgrade will incur a One-Time Charge.
- 8.11.6. The Customer may request up to two (2) tests of a Failover Port during any twelve (12) Months. There will be charges for additional tests.

8.12. Deinstallation Charges

De-installation charges will be equal to rates for installation charges, and will apply unless otherwise agreed by the Parties in writing.

9. Termination of Service

- 9.1. Except as provided for in the Products & Services Agreement, if the Customer terminates Service to one or more Sites, or if BT terminates Service for breach, before the Minimum Period has expired, then, in addition to all outstanding charges for Service rendered, the Customer agrees to pay the following for each part of the Service terminated:
- a) an amount equal to all the remaining monthly charges per Site for the first year of Service where Service is terminated within the first twelve (12) months of the Minimum Period; and
 - b) an amount equal to 20% of the most recent year's charges (or pro-rated year's charges where termination occurs before a full year has been completed) for each uncompleted year, or part thereof after the first 12 months of the Minimum Period; and
 - c) any waived installation charges per Site where Service is terminated within the first twelve (12) months of the Minimum Period; and
 - d) any additional charges which BT has to pay an Access Line or xDSL Line supplier as a result of early termination of the Access Lines or xDSL Line; and
 - e) any remaining charges outstanding with regard to BT Equipment, where such equipment cannot be re-used by BT; and

- f) deinstallation charges.

ETHERFLOW ANNEX

1 Definitions

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

2 Service Description

The Service comprises end to end connectivity between Network Terminating Equipment (NTE) at the Sites, so providing the Customer with the ability to connect its Sites together in an Ethernet Virtual Private Network and transmit data between them. The Service is available as a single EVC or as multiple EVCs. The Service operates over dedicated circuits (which the Customer may already have had installed by BT or which the Customer procures from BT) these dedicated circuits connect the Sites to the BT Network.

The Service provides the data transmission path from one Site to another. It can be used as:

- Point to point; or
- Point to multipoint;

2.1 Service Components

The Service has two configuration parameters, which will be selected by the Customer and set out on the Order:-

- Traffic Class (Options A - F)
- Service Bandwidth.

Traffic Class Options A-D are configured such that the Committed Information Rate (CIR) is equal to a specified percentage of Peak Information Rate (PIR).

Option A is set at 0% CIR; Option B is set at 5% CIR; Option C is set at 10% CIR, Option D is set at 50% CIR.

Option E is set at 100% CIR. Option F is set at 100% CIR. In addition Option F is also the only Option which is prioritised over other Traffic Class Options.

The Customer shall choose the desired Traffic Class Option (A-F) on the Ethernet Connect Order Form.

Traffic exceeding the CIR rate will be allowed into the BT Network up to a maximum value of PIR, dependent upon availability of space used by all equivalent traffic. Ethernet frames will only be discarded if traffic exceeds the PIR limit and marked within the Ethernet frame header “out of contract” (i.e. discard eligible) if it exceeds the ordered CIR.

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

2.2 Access Methods

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

3 Minimum Period of Service

The Minimum Period of Service shall be a period of (12) months (unless otherwise stated on the Order in which case the Minimum Period of Service is as stated on the Order), and calculated from the Operational Service Date, continuing thereafter in accordance with the General Terms and Conditions.

4 Service Delivery

- 4.1 BT will conduct a standard set of commissioning tests to ensure the configuration of the Service is in conformation of the Specifications as described in Order Form. The Operational Service Date for the Service occurs on the successful completion of tests and handover of the circuits.
- 4.2 Service Bandwidth downgrades shall only be effective on expiry of the Minimum Period of Service.
- 4.3 Service Bandwidth upgrades shall be allowed at any time subject to new charges being applied from the Operational Service Date for the amended service.

5 BT Service Management Boundary

- 5.1 The Service Management Boundary is the physical Ethernet interface on the Customer side of the NTE on the associated dedicated circuit. This includes provisioning, maintenance and management of all elements up to this Service Management Boundary.

6 Charges and Payment Terms

- 6.1 The Service has a one time activation charge, which will appear on the Customer's first invoice.
- 6.2 The Service will also incur a rental charge which will be invoiced quarterly in advance. Charges for the Service will depend on the Service Bandwidth taken.
- 6.3 Upon service activation an interim bill will be issued.

ETHERWAY ACCESS ANNEX (FIBRE)

1 Definitions

The following definitions shall apply to the provision of the Service, in addition to those in the Service Schedule for Etherflow/Etherway Access..

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

“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.

2 Service Description

The Service comprises one or more dedicated circuits connecting a Site to the BT Network, so providing connectivity between the Customer’s Site and the BT Network.

2.1 Service Components

There are three configuration parameters for the Service:

2.1.1 Resilience

There are three resilience types available which the Customer must choose on the Ethernet Connect Order Form. These are: (i) Standard, (ii) Etherway Diverse, and (iii) Etherway Diverse+.

The Standard resilience configuration gives a single physical path from the Site to the BT Network.

Etherway Diverse resilience provides 2 separate circuits connected to a single PoP. The circuits are provided to the Customer on separate NTE. Each circuit can be a different bandwidth and both circuits can be used simultaneously. Diversity between the 2 circuits is provided between the Customer and the PoP. BT does not provide controlled traffic switching in the event of Service failure.

Etherway Diverse Plus provides 2 separate circuits connected to 2 separate PoPs. The circuits are provided to the Customer on separate NTE. Each circuit can be a different bandwidth and both circuits can be used simultaneously. Diversity between the 2 circuits is provided between the Customer and the 2 PoPs. BT does not provide controlled traffic switching in the event of Service failure.

“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.

2.1.2 Port Configurations

The Customer has a choice of 2 Port configurations.

In the “VLAN Aware” configuration, multiple EVCs of the BT Etherflow Service can route over the same Service. The EVCs are separated logically by VLAN tags in accordance with IEEE 802.1q, as specified in the IEEE 802.1q definition. The Customer Equipment must be capable of supporting this feature. The Customer can chose the VLAN IDs for each EVC or these can be allocated by BT.

In the "Port Based" configuration only a single EVC of the BT Etherflow Service can route over the Service. This configuration does not require the Customer Equipment to provide VLAN tags.

2.1.3 Bandwidth

The Etherway Access Service is available at 1Gbps speeds.

The Customer has a choice of 1,000BASE-T, 1000BASE-SX or 1000BASE-LX interfaces.

3 Minimum Period of Service

The Minimum Period of the Service is twelve (12) months, (unless otherwise stated on the Order in which case the Minimum Period of Service is as stated on the Order), and calculated from the Operational Service Date, continuing thereafter in accordance with the General Terms and Conditions.

4 Service Delivery

BT will configure the Service and conduct a set of standard commissioning tests to ensure that the configuration at a Site is functioning correctly. The Operational Service Date for a Site occurs on successful completion of the tests at that Site.

5 BT Service Management Boundary

The Service Management Boundary is the physical Ethernet interface on the Customer side of the NTE provided by BT. This includes provisioning, maintenance and management of all elements up to this Service Management Boundary.

6 Charges and Payment Terms

6.1 The Service has a one time Installation Charge, which will appear on the Customer's first invoice.

6.2 Rental Charges apply and will be invoiced quarterly in advance.

6.3 Installation and Recurring Charges will depend on the Bandwidth options selected by the Customer.

7. Access

7.1.1 There are a number of methods of access which may be available to the Customer as described herein namely On Net Access (BT); Access via Eircom NGN service (which is available from some locations); access via other third party (Access via Enet is available from some locations). The Access method selected by the Customer shall be as set out in the Order.

7.1.2 All pricing is subject to a final engineering survey which may result in additional Customer costs for further civil works including, but not limited to, costs associated with (1) installing any new duct; (2) clearing existing duct; (3) new duct/poling and/or fibre build work; and/or (4) any civil works which may be necessary to establish an Etherway Access connection.

7.1.3 In respect of any of the costs described in (b) above coming from a third party access provider, such costs will be notified to the Customer without undue delay once BT has placed the order with the third party access

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provider and received notice of any such costs from the access provider (for the avoidance of doubt final engineering survey may take place after BT places the order with the third party provider).

- 7.1.4 Once notified of the costs outlined in (b) above, the Customer may then either (i) agree such additional costs; or (ii) cancel the order and the Customer hereby agrees in such instance to discharge immediately any cancellation fee imposed by a third party access provider in respect of such cancellation.

SERVICE LEVEL AGREEMENT

1. Delivery

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

- 1.1. The Customer may request a delivery date on the Order for each Circuit, the "Customer Requested Date" ("CRD"). BT will respond with a Customer Commit Date ("CCD"), which is the date on which BT agrees to deliver the Service.
- 1.2. If Delivery of the Service occurs after the CCD the Customer may claim a Service Credit of 4% of the Circuit Charges for each Business Day's delay, up to a maximum of one Month's Circuit Charges.
- 1.3. If at any time BT agrees to use reasonable endeavours to expedite Delivery, this will not affect the original CCD and no Service Level will apply to any expedited date.
- 1.4. If the Customer requests a change to the Service or any part of the Service including, without limitation, any equipment or any IP address location, this may affect the original CCD. In such cases BT reserves the right to re-negotiate a new date for Delivery and the Service Level for the original CCD will no longer apply.

2. Availability

- 2.1. BT will assign an availability category ("SLA Category") determined by the Service, configuration and Site location. This will be stated on the Order. Each SLA Category has an associated Annual Performance Target (APT), which is used to calculate the APT Downtime.

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.

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".

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.

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

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

Table 1: Service Configuration & Site Location

- 2.2. Downtime is measured from when a Qualifying Incident is reported to BT's Service Centre and ends when BT clears the incident. The Customer will be given an incident report reference number ("trouble ticket" number) for each properly reported incident.

BT will inform the Customer when the incident is cleared, and will close the trouble ticket when either the Customer confirms within 20 minutes that the incident is cleared, or BT has attempted and failed to contact the Customer and the Customer does not respond within 20 minutes.

If the Customer confirms that the incident is not cleared within 20 minutes of being informed, the trouble ticket will remain open, and Downtime adjusted.

- 2.3. 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.

- 2.4. 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;

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- 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.

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

3. General Exclusions

3.1. Service Credits are limited to the Capping Level and are the Customer's sole right and remedy if BT does not meet the Service Levels.

3.2. Only measurements carried out by BT shall be used in the calculation of Service Credits.

3.3. Where any single Qualifying Fault arises from one or more Circuit(s) (or Access Line depending on which definition remains in place) 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.

3.4. The Service Levels do not apply

- a) if the Customer does not provide access, delays providing access or denies permission for BT or its agents and suppliers to carry out necessary repairs to the Service;
- b) during any trial period of the Service, or for Service or any part of the Service which has a Minimum Period of Service less than 12 Months;
- c) if failure is due to matters beyond the reasonable control of BT as detailed in the General Terms and Conditions;
- d) to any Qualifying Incident not reported in accordance with BT's incident reporting procedures; or
- e) if the Customer has not complied with the PSA.

BT will suspend measurement of Network Performance if there is a:

- a) Qualifying Fault affecting Availability; or
- b) failure on the Primary link on a Resilient Access and the speed of the secondary link is lower than the Primary link.

Note, the designated PE routers used for the standard SLA measurements may, or may not, be routers that the Customer's Sites connect to.

4. Payment of Service Credits

4.1. To qualify for Service Credit(s), and before any Service Credit(s) can be applied, the Customer must make a claim, providing full details of the reason for the claim, within 25 days of the end of the Month in which poor performance occurred.

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- 4.2. Service Credits will normally be made by deduction from the Customer's invoice within two billing cycles of a claim being received.
- 4.3. Any failure to meet the Service Levels shall not be considered a material breach of the PSA.