

# BT ETHERNET CONNECT

## Incorporating General Services Schedule and Etherflow Service Annex and Etherway Access Service Annex



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

### 1 Definitions

The following definitions apply where appropriate in addition to those in the General Terms and Conditions PSA.

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

"Access Termination Device (ATD)" means 3<sup>rd</sup> party equipment that terminates a 3<sup>rd</sup> party access tail.

**"Availability"** means the period of time when the Service is working.

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

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

"Circuit" means a physical connection and/or a virtual connection "Ether net Virtual Connection ("EVC")" to a Site.

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

"Ether net 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 .

"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.

**"Managed Router"** means a Router managed by BT provided at a Site as part of the Service

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

"Operational Service 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.

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“**Order**” shall have the meaning given to it in the General Terms and Conditions for and shall include the Customer Requirement Form which the Customer is required to complete to BT’s satisfaction; the Customer Requirement Form captures detailed Service specific information.

“**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.

“**Quarter**” means a calendar quarter (3 months). The initial Quarter shall be charged from the Operational Services 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 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 and deliver a Circuit to a Customer.

“**Traffic Class**” means the configuration parameters set-out in Clause 2.1 of the Etherflow annex and is often referred to as Class of Service (CoS) or Quality of Service (QoS).

## 2. Provision of Service

Each Service or part of the Service shall have a Minimum Period of Service as set out in the Service Annex, calculated from the Operational Service Date as notified by BT. Following expiration of the Minimum Period of Service the Service shall continue in full force and effect unless or until terminated by either Party in accordance with the General Terms and Conditions or the Service Annex.

2.1 BT will provide the Service(s) that conform to the specifications described in the Service Annex(es) to this Schedule.

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.

2.2a There are two methods of access which may be available to the Customer as described herein.

The Access method selected by the Customer shall be as set out in the Order.

The two methods are:

- (a) **Fibre Etherway**
- (b) **Copper-Based EFM Etherway**

### **Fibre Etherway**

Fibre Etherway Access Charges will be notified to the Customer by BT, however such charges are subject to a final engineering survey (which may be carried out subsequent to signature of this Order) and may not include any additional civil works which may arise. Additional Charges may apply in respect of the costs associated with (a) installing any new duct, and/or; (b) clearing the existing duct, and/or; (c) new poling, duct and/or fibre build work, and/or; (d) any civil works which may be necessary to establish a connection between the nearest BT Point of Presence and the Customer’s premises. Customer site establishment costs may be separately quoted as required.

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BT will endeavour to notify the Customer of any additional Fibre Etherway Access charges (incurred in accordance with this section) within 18 days after placement of order. The Customer may cancel the Order before the Operational Service Date, however will be liable for payment of a cancellation charge (which will be notified by BT to the Customer).

### **Copper Based Access (EFM)**

EFM with uncontended Ethernet access

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. BT cannot guarantee the specific speeds of access until final delivery of the connection upon completion of the network synchronisation.

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

**Network Faults.** BT will respond to reported faults incident 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.

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BT has the following fault category types:-

**Priority 1 – Outage / Loss of Full Service**

**Priority 2 – Loss of Diversity / At Risk**

**Priority 3 – Minimal Impact / Risk**

**Priority 4 - No Outage / No Risk**

2.4 BT has the exclusive right to manage the configuration of BT Equipment.

2.5 BT may carry out Planned Maintenance from time to time.

In the event of any Planned Maintenance falling within Priorities 1 or 2 (as such priorities are detailed in section 2.3 above) and where it is within BT's control, BT shall inform the Customer at least 7 Business Days before such maintenance is carried out; in the event of any Planned Maintenance falling within Priority 3 BT shall inform the Customer at least 3 Business Days before such maintenance is carried out; and in the event of any Planned Maintenance falling within Priority 4 no notice of such maintenance shall be provided by BT.

Where a third party performs planned maintenance, outside of BT's control, BT will endeavor to inform the customer within 7 business days of such maintenance being carried out.

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.

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 in the case of Priorities 1 and 2, and 2 days of notification of same in the case of Priority 3 and both parties shall then agree where practically possible to a revised date of mutual convenience.

2.6 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.

### **3 The Customer's Responsibilities**

3.1 The Customer will provide BT with all reasonable assistance for BT to perform Service delivery and acknowledges that certain minimum technical requirements may be necessary. BT will inform the Customer in advance of these requirements.

3.2 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.

3.3 The Customer will give BT the name(s) and contact details of the individual(s) who are authorised to act on behalf of the Customer for service management matters ("Customer Contact"). The Customer Contact will:

- be available at all times and provide assistance and information during Service delivery
- be available after Service delivery in accordance with the Service maintenance option as selected by the Customer.
- take fault reports from Users, who may not contact BT directly
- report faults to the Service Centre using the reporting procedures notified by BT and be available for all subsequent fault management communications

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- inform BT of changes to the information supplied when ordering the Service including any changes to the Customer Contact details
- 3.4 The Customer will 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.
- 3.5 The Customer will provide, at its own cost, any necessary internal cabling between the BT Equipment and any Customer Equipment (including PBX).
- 3.6 Except for IP addresses expressly registered in the Customer's name, all IP addresses, BT based domain names and telephone numbers made available with the Service shall at all times remain the property of BT or its suppliers and shall be non-transferable. All the Customer's rights to use such IP addresses, domain names or telephone numbers will cease on termination or expiration of the Service.
- 3.7 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.
- 3.8 The Customer will ensure that it has appropriate security policies, including data archiving, in place.
- 3.9 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.
- 3.10 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
  - require the Customer to change any or all of the Customer's passwords.
- 3.11 The Customer is responsible for managing the configuration of its Customer Equipment at its Site(s).
- 3.12 If the Customer 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 the Customer agrees that Section 7.2.1 service levels shall not apply.
- 3.13 The Customer will provide the appropriate electrical power supplies to support the Etherway Access equipment, the BT NTE and any other equipment required to support the Service.
- 3.14 The Customer is responsible for the cable connecting the BT NTE to the Customer Equipment.
- 3.15 The Customer must 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.
- 3.16 Where the Service is delivered to a third party host site e.g. a Data-Centre, the Customer is responsible for arranging the extension of the connectivity of the Etherway Access from the third party room to the Customer Equipment location in the Site where the BT NTE is installed.
- 3.17 Where the Etherway Access is delivered as Diverse or Diverse+, the Customer is 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 the Customer agrees that Section 1.2.1 service levels shall not apply.

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#### **4 BT's Acceptable Use Policy**

4.1 The Service must not be used:

- (a) fraudulently or in connection with a criminal offence 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 PSA;
- (d) to cause annoyance, inconvenience or needless anxiety;
- (e) to send or provide or receive unsolicited advertising or promotional material.

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

#### **5 Charges and Payment Terms**

5.1 The Customer will pay the Charges for the Service and any optional Service features (including upgrades and re-configuration) as set forth in the relevant Order in accordance with the General Terms and Conditions. Charges for use of the Service will be calculated in accordance with details recorded by, or on behalf of, BT.

5.2 Unless otherwise agreed:

- (a) any one-time installation Charges will be invoiced upon the Operational Service Date(s);
- (b) any recurring Charges, except usage Charges, will be invoiced quarterly in advance.

For the avoidance of doubt, BT Etherflow is billed at the start of every financial quarter. 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 live-date to first Bill issue date); (iii) pro-rata (advance) rental charges (from first Bill issue date to the end of that financial quarter). This Bill is issued at the start of the first month after the service live date. This brings the Customer's billing in line with the standard quarterly billing cycles. All subsequent billing will contain the full quarterly (advance) rental charges for the service.

5.3 For the purpose of calculating a charge payable for any period:

- (a) each period will begin on the first day of the relevant Quarter; and
- (b) for any period where Service is provided for less than one Quarter, the Recurring Charges will be pro rata on a daily basis.
- (c) where a dedicated Etherway is procured from BT charging for the Etherway and Etherflow will both commence from the Operational Service Date, except that where a standalone Etherway is procured from BT independently of any Etherflow, charging for the Etherway will commence from the Operational Service Date of the Etherway, however for the avoidance of doubt BT does not currently offer standalone Etherway.

5.4 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; and/or
- (c) Restoring Service if the Service has been suspended.

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### 6 Termination charges

In addition to the provisions of the General Terms and Conditions, if the Customer terminates Service to one or more Sites for convenience, or if BT terminates Service for breach by Customer before the Minimum Period of Service has expired, then, in addition to all outstanding charges for Service rendered, the Customer will pay the termination charges below:

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

## ETHERFLOW ANNEX

### 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 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
  - 6 x circuit-based options: Ranging from “Primary” – “Premium Express”
  - 4 x traffic-based options: Ranging from “Premium 5 – Premium 50”
- Service Bandwidth.

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Traffic Class Options from “Primary” – “Premium 50” are configured such that the Committed Information Rate (CIR) is equal to a specified percentage of Peak Information Rate (PIR).

“Primary” is set at 0% CIR; “Premium 5” is set at 5% CIR; “Premium 10” is set at 10% CIR, “Premium 50” is set at 50% CIR.

“Premium 100” is set at 100% CIR. “Premium Express” is set at 100% CIR. In addition “Premium Express” is also the only Option which is prioritised over other Traffic Class Options.

The Customer shall choose the desired Traffic Class Option (“Primary” – “Premium Express”) and “circuit” or “traffic-based” variant 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.

If the customer selects traffic-based but does not specify as per BT Ireland’s “.1p” specification for traffic-based (See Table 1 below)

<b>“.1p” Marking</b>	<b>Service Mapping</b>
0,1	Primary
2,3,4,5,6 & 7	Premium 100

Note: The traffic that is marked against a class that has not been purchased (or if there are no p bit markings) will be marked as low priority (Discard Eligible).

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 three (3) years (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. 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.



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### **5 BT Service Management Boundary**

5.1 The Service Management Boundary is either the physical interface on the BT provided patch-panel or the physical interface on the customer side of the NTE. 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.

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### ETHERWAY ACCESS ANNEX (FIBRE)

#### 1 Definitions

#### 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 choose 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 Fibre Etherway Access Service is available at either 1Gbps or 10Gbps physical access speeds.

The physical interface options on the 1Gbps BT NTE are: 100BASE-T, 1,000BASE-T, 1000BASE-SX or 1000BASE-LX interfaces.

The physical interface options on the 10Gbps BT NTE are: 10GbE LC or 1GbE LC interfaces.

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The EFM Etherway Access service is available at up to 20Mbps speeds.

The physical interface option on the BT NTE is 100BASE-T.

### **3 Minimum Period of Service**

The Minimum Period of the Service is 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 either the physical interface on the BT provided patch-panel or the physical interface on the customer side of the NTE. 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 BT Fibre, Third Party Fibre or EFM.

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 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.

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### Service Levels Annex

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

### Service Levels

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

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

#### 1.1 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.

- 1.1.1 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.
- 1.1.2 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.
- 1.1.3 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.
- 1.1.4 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.

#### 1.2 Availability

- 1.2.1 BT will assign an availability category ("SLA Category") determined by the Service, configuration and Site location. The SLA category applicable to each Site or Circuit (as applicable) shall be advised to the Customer and stated on the Order. Each SLA Category has an associated Annual Performance Target (APT), which is used to calculate the APT Downtime.

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.

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

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

Table 1: Service Configuration & Site Location

1.2.2 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.

1.2.3 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.

1.2.4 The following are not Qualifying Incidents, and Downtime will not be measured;

# BT ETHERNET CONNECT

## Incorporating General Services Schedule and Etherflow Service Annex and Etherway Access Service Annex



- (a) if the Customer asks BT to test the Service although no incident has been detected and/or reported;
- (b) if the Service has been modified or altered in any way by the Customer or at the Customer's request;
- (c) during Planned Maintenance;
- (e) for incidents due to any Customer performed network configurations not approved by BT;
- (f) for changes or alterations made other than by BT to the Service or to BT Equipment, connections, routing plan, applications or test equipment, or the mapping of applications; or
- (g) if an incident is reported and BT cannot confirm that an incident exists after performing tests.

1.2.5 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.

### 1.3 General Exclusions

1.3.1 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.

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

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

1.3.4 The Service Levels do not apply

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

### 1.4 Payment of Service Credits

1.4.1 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.

1.4.2 Service Credits will normally be made by deduction from the Customer's invoice within two billing cycles of a claim being received.

1.4.3 Any failure to meet the Service Levels shall not be considered a material breach of the contract terms and conditions.