

BT Private Line Connect Global Service Specific Terms and Conditions

Doc Ref: 15.1 July 2013

These BT Private Line 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 and references to the Service Schedule shall be deemed to include the terms and conditions of the Products & 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.

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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 & Services Agreement.

"Access Line"	means a private dedicated circuit connecting a Site to the BT Private Connect Network.
"Aggregate Interface"	Means an interface to the Customer over which multiple Private Line Services are or can be provided.
"BT Private Line Connect Network"	means the international core network infrastructure jointly owned or leased by BT and a distant end Partner PTT used to provide the Service. For the avoidance of doubt, the boundary of the BT Private Line Connect Network is a BT POP or an International Gateway in the distant end country.
"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.
"Contracted Maintenance Hours"	means the hours during which BT shall provide maintenance for BT Equipment. These shall be either Business Hours or an alternative maintenance option selected by the Customer and set out on the Order Form.
"Digital Distribution Frame (DDF)"	means the physical unit or rack used to cross-connect, distribute, arrange and protect the digital cables.
"Distant End Country"	Means the B end country of the Service.
"International Gateway"	means the demarcation point between the Private Line Connect Network and the Access Line in the distant end country.
"Internet Protocol" ("IP")	means a network layer/protocol offering a connectionless internet network service.

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"Local Contracted Business Hours"	means the hours during which maintenance in respect of the Access Lines shall be provided by the local service provider or as specified on the Order Form..
"Optical Distribution Frame (ODF)"	means the unit or rack used to connect, distribute, arrange and protect the optical fibres
"Partner PTT"	means the public telecommunications service provider other than BT located in the Distant End Country, which is the partner carrier with whom BT jointly provides the Service.
"Planned Maintenance"	means any work planned in advance to be carried out by BT or on behalf of BT that will cause the Service to be suspended.
"Pleisiochronous Digital Hierarchy (PDH)"	means the protocol for digital transmission used by BT to carry digitized voice over twisted pair cabling to deliver the service more efficiently
"POP"	means point of presence, a geographical location where BT has a BT-operated facility/set of equipment which forms the demarcation point between the BT Private Line Connect Network and the Access Line.
"Satellite Owner"	means a person or body which owns and operates a satellite to which service is to be connected an which has allotted capacity in the satellite for that purpose.
"Service"	means the service, as described in clause 2.
"Service Management Boundary"	means the demarcation point up to which BT will manage the Service.
"Synchronous Digital Hierarchy (SDH)"	means a standard technology for synchronous data transmission on optical media that allows interworking of transmission products from multiple vendors.

2. Service Description

2.1 Overview

The Private Line Connect Service provides dedicated, point to point links, capable of transmitting voice, data and IP traffic that directly connect two Sites delivered over a PDH and / or SDH network. The Service is offered as an International service which is jointly provided with distant end Partner PTT's between select countries. The Service delivers managed international Private Line Connect services between the UK and major business cities around the world or between major business cities around the world.

The Service includes the following features:

- Provisioning of the Service is via cable, satellite or a mix depending upon the route.
- A range of standard line speeds that includes 64kbit/s up to 622mbit/s depending on the required countries. This is subject to ongoing product development
- Dedicated / Customer bandwidth.

There are three different commercial arrangements possible for this Service depending on the commercial arrangement BT has with the Partner PTTs. The commercial method is therefore determined by the A-end and B-end location and is not selectable by the Customer. The three different commercial methods are:

- Method 1: A Private Line Connect Half Circuit Service.

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The Service is jointly provided with Partner PTTs. The Customer will have two contracts for the end-to-end Service, a contract with BT and another contract with the Partner PTT.

- **Method 2:** a Private Line Connect One Stop Shop (OSS) Service.
This is an end-to-end Service jointly provided by BT and a Partner PTT.
A Private Line Connect One Stop Shop Service gives the Customer a single point of contact for ordering (Single End Ordering) and/or, billing (Single End Billing) and fault reporting. The Customer must still sign two contracts one with BT for the BT provided part of the Service and one with the Partner PTT for the Partner PTT provided part of the Service. Whichever party the Customer chooses to use as the single point of contact will become the co-ordinating carrier. The other party becomes the participating carrier.

Where BT is co-ordinating the Service for the Customer, the Customer will place their order for the BT 1/2 circuit with BT ,together with the order for the 1/2 circuit with the Partner PTT and receive their invoices from BT (in case of single end billing). BT will liaise with the Partner PTT on behalf of the Customer to place the order and arrange invoicing where applicable.

- **Method 3:** a Private Line Connect Full Circuit Service.
BT will provide the end to-end Service to the Customer.
In case of a Private Line Connect Full Circuit Service BT will procure the other half of the Service from a Partner PTT on behalf of the Customer. The Customer will have a contract with BT for the full Service.

2.2 Service Components

2.2.1 Access

An Access Line connects a Site to the BT Private Line Connect Network. The Access Line is terminated on a POP.

The Access Line is as standard provided via a single route from the POP to the Customer's Site. If requested on the Order Form, the Service can be delivered with protected access. In this case, two diversely routed Access Lines will be supplied. The Service will route over one Access Line to the POP, and if that Access Line fails, it will automatically be re-routed onto the other Access Line. For improved resilience, access from the Customer Site to the POP will be provided over an SDH access network where available.

BT will support the interfaces on the Access Line components in accordance with the applicable local in-country technical standards.

BT or another operator on behalf of BT can provide the Access Line.

2.2.2 Core Component.

The core component is the BT Private Line Connect Network between the BT POP's in each country and the International Gateway owned and or operated by the Partner PTT nearest to the Customer Sites.

The Core part of the Service is standard build as restorable capacity which means that if there is a fault on the working path the Service will be delivered via the protection path.

2.3 Service Optional Features

Non Restorable Service

If the Customer chooses this option the Service will be provided using non-restorable and unprotected Access and Core Components. This means that the Customer will experience loss of Service if a circuit goes down as the Service will not be automatically or manually restored or re-routed via an alternative route or Partner PTT.

2.4 Quality of Service

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- 2.4.1 By using the latest SDH and DWDM transmission technology in the long-range communications network, corresponding connection technology for local access and intelligent network management systems BT 's transmission network complies with the high international quality standards (ITU-T, ETSI).

The BT Private Line Connect Network meets the parameters specified in ITU-T G.826 for errored seconds ratio severely errored seconds ratio and background block error ratio.

The quality of the data to be transmitted requires all of the equipment involved to be synchronised. BT 's network uses a signal pulse which is backed up several times and has a clock accuracy of 1×10^{-11} thus enabling high quality data transmission.

- 2.4.2 The BT Private Line Connect Network is synchronised according to ITU-T recommendations G811 & G812. Although Private Line Connect Services are carried on this network, not all Services are locked to this timing source. Services at speeds between 64kbit/s & 1984kbit/s and services at VC4 & above are locked to the network clock source and the customer is free to utilise the clock, present at the interface, to time their application. Services at speeds of 2048kbit/s, 34 and 45Mbit/s are asynchronous in nature and are therefore not timed by the network. In these cases, the Customer has to provide his own synchronisation source. This Customer provided source should be in accordance with ITU-T G811 & G812.

3. Minimum Period of Service

- 3.1 Unless otherwise defined on the Order Form, the Minimum Period of Service for each Private Line Connect service shall be 12 Months, which will commence on the Operational Service Date of each 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.

4. Service Delivery

- 4.1 BT will install the Core component and the required Access Lines and conduct a series of test measurements on the BT provided Service (compliant with ITU-T standard M1340) to confirm that the Service is Operational. BT (or a BT authorised company performs the measurements). The duration of the measurements depends on the bandwidth (data throughput rate) of the line.

The Operational Service Date occurs on successful completion of the tests.

If the Private Line Connect Service terminates at an Aggregate Interface, an end-to-end measurement cannot be offered as standard. If the customer, however, requires such a measurement, the technical feasibility must be checked before the contract is signed.

- 4.2 The Customer will provide BT with all reasonable assistance in carrying out the requisite Service Delivery work. On successful completion by or on behalf of BT of the test measurements, acceptance by the Customer of the Private Line Connect service shall be deemed to have taken place.
- 4.3 BT will begin to actively monitor the Service and provide repair and reporting in accordance with this Service Schedule only when the Customer has called the Service Centre to confirm that all required Customer Equipment has been connected to the Service.

5. BT'S Responsibilities

5.1 Network Management

The BT Private Line Connect 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.

5.2 Service Centre

- 5.2.1 BT will provide the Customer with the contact details (either email, telephone or fax, as appropriate) of designated contact points (collectively "Service Centre"), which will be the Customer's contact points for

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placing orders, reporting faults and making inquiries related 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 Virtual Business Centre (VBC) which will give online access to a range of features including reports, fault tracking, order tracking. VBC is in addition to, and does not replace, the Service Centre.

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, BT will carry out diagnostic checks and will notify the Customer if the fault lies beyond the Service Management Boundary. Depending on the diagnosis, BT will take one or more of the following steps to restore Service:

BT Private Line Network Faults. BT will respond to reported faults without undue delay.

Where a fault affects service, such that the customer is unable to use the service, and BT is unable to provide a temporary alternative, the target times to restore service are as follows.

PDH and SDH protected services, 3 hours
PDH and SDH unprotected services, 4 hours

These times are averages, based on experience, and will be longer if the fault is due to failure of an undersea cable.

BT will provide initial feedback within 30 minutes of a customer reporting a fault, and then every 2 hours or as otherwise agreed. These network average targets do not apply to Non-Restorable Service if this option has been chosen by the Customer.

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.

BT 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 BT Equipment and any Customer Equipment; nor
- any equipment or device that is not provided by BT; nor
- any fault beyond the Service Management Boundary.

Any change in the configuration of BT Equipment is the exclusive responsibility of BT.

5.3.3 Where BT specifies that the Service shall be provided by means of a particular transmission medium (i.e. cable or satellite), BT undertakes to provide service accordingly but in the event of a failure BT shall be entitled to restore service temporarily by such alternative means as BT considers appropriate. In all other cases the choice of transmission medium is at the discretion of BT.

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- 5.3.4 Where the Service is provided using transmission by satellite, BT shall be entitled to monitor the Customer's use of the Service to ensure that the technical characteristics of that use and the Customer's procedures comply with BT's obligations to the Satellite Owner. The Customer shall therefore comply with any reasonable requirements from time to time as to the compatibility of satellite signals transmitted and of the Customer's equipment.
- 5.3.5 Downtime will exclude periods when Severely Errored Seconds or outages arise from, or are otherwise indirectly caused by failure of Service arises as a result of solar interference. BT will endeavour to give notice of any such periods that are predictable.
- 5.3.6 In the event of a failure of a circuit where the Non-Restorable Service Option has been provided BT will rectify the fault as soon as practicable.

5.3 Planned Maintenance

- 5.4.1 From time to time, BT may schedule maintenance of the Service. When possible, Planned Maintenance will take place during low traffic periods outside Business Hours. Before doing so, BT will give the Customer as much notice as possible, and whenever practicable will agree with the Customer when the Service will be suspended.
- 5.4.2 BT will make reasonable efforts to inform the Customer of Planned Maintenance
- 7 days in advance of any scheduled hardware and software maintenance on the BT Private Line Connect Network and/or BT Equipment.
 - without any undue delay for any scheduled Access Line supplier maintenance.
 - For the Non-Restorable Service Option only, BT will make reasonable efforts to inform the Customer of Planned Maintenance 7 days in advance but cannot guarantee this.

except for BT's regularly scheduled maintenance windows – which are as set forth in the Customer Welcome Pack

5.5 BT Service Management Boundary

Where the Access Line is provided by or on behalf of BT the Service Management Boundary of the Private Line Connect Service is at the network terminating unit of the Access Line. This includes provisioning and maintenance of all elements up to this Service Management Boundary.

In the event that BT has an existing interconnection with the Customer or any other Access Line supplier the Customer is using, the existing demarcation point with such other operator will apply, provided that it is specified on the Order Form at the time of placing the Order.

Where the end to end Service to the Customer is jointly provided by BT and the Partner PTT (Method 1 and Method 2). BT is responsible for the Access Line and the Half Circuit to the "mid ocean/mid space point". For SLA purposes only, the Service Management Boundary is up to the International Gateway in the Partner PTT country.

6. The Customer's Responsibilities

6.1 The Customer will provide BT with a completed Order Form.

Method 1.

For Private Line Connect half circuit the Customer is responsible for ordering the half circuit directly from the Partner PTT in the Distant End Country.

Method 2:

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For Private Line Connect one stop shop the Customer is responsible for ordering both half circuits through either BT or the Partner PTT (separate Order Forms) while still signing a contract with both BT and the Partner PTT.

Method 3:

For Private Line Connect full circuit the Customer only has to order the Service from BT.

- 6.3 The Customer will provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate, which meets local standards and is compatible with BT Equipment.

- 6.4 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 with 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).

- 6.5 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.

- 6.6 Where the Customer has used another operator to provide any Access Line or part of the Access Line, the Customer should report faults diagnosed as occurring in this Access Line directly to the other operator.

- 6.7 The Customer bears the responsibility and the costs of any additional in-house cabling or system installations.

- 6.8 The Customer acknowledges, and agrees that if no Loop-back equipment is fitted, that the Customer will assist BT in providing line loops for testing purposes. This may be for initial testing and commissioning, and where appropriate if a fault condition exists. Where the Customer cannot provide BT with the necessary loops for testing, this may lead to extended outages and any such extended outage be excluded from any SLA that may exist.

7. Charges and Payment Terms

- 7.1 Charges will be paid in accordance with the General Terms and Conditions.

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

Pricing Component	One-time Charge	Recurring Charge
Private Line Connect Half Circuit Service	Installation/deinstallation	Monthly charge
Private Line Connect Half Circuit Service with One Stop Shopping (BT 1/2 Circuit Charges)	Installation/deinstallation	Monthly charge
Partner PTT charge (as per the Customer's contract with the Partner PTT, where BT is co-ordinating carrier for OSS/Single End Billing)	Installation/deinstallation	Monthly charge
Private Line Connect	Installation/deinstallation	Monthly charge

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Full Circuit Service		
Access Line	Installation/deinstallation	Monthly charge
BT Equipment	Installation/deinstallation	Monthly charge

- 7.2.1 The Private Line Connect charge is based on speed and the country/city pair where or/between which the Service is provided.
- 7.2.2 The Access Line charge is normally included in the Private Line Connect charge but may be listed separately if an Aggregated Interface is used. This charge is based on speed, the country where the Service is provided and the Local Contracted Business Hours.
- 7.2.3 Where One Stop Shopping is not available the Customer will receive an invoice from the Partner PTT for the Partner PTT provided part of the circuit. The Customer will be charged separately by BT and the Partner PTT for the two half circuits and will receive two sets of charges for the Service.
- a) One-off connection charge to the Service from BT and recurring charges for the BT half circuit.
 - b) One-off connection charge to the Service in the Distant End country and recurring charges for the Partner PTT half circuit.
- 7.4 The Customer shall be liable to BT 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, except usage 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 two months of de-installation.
- 7.5 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.
- 7.6 The charges for the Service and for optional Service features (including upgrades and re-configuration) shall be set forth in the relevant Order Form.
- 7.7 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.
- 7.8 BT reserves the right to charge the Customer for work done by BT in investigating faults in the Service reported by the Customer where BT finds no fault exists or the fault is in a component not provided by BT.
- 7.9 For speeds 1920K and below conversion is required an additional charge for doing such conversion may be applied.
- 7.10 Service Delivery will be completed within the Business Hours of the Site location. The Customer will be liable for any additional charges for Service Delivery outside of Business Hours.
- 7.11 Re-configuration Charges
BT reserves the right to apply a re-configuration charge for Customer requests for changes to the Service.
- 7.12 De-installation Charges

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De-installation charges will apply unless otherwise agreed by the Parties in writing.

8. Termination of Service

8.1 Except as provided for in the Master Services Agreement, if the Customer terminates the Service, 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 Service 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 twelve Months of the Minimum Period: and
- c) any waived installation charges per Service 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 supplier as a result of early termination of the Access Lines; and
- e) any remaining rental charges outstanding with regard to BT Equipment, where such equipment cannot be re-used by BT; and
- f) deinstallation charges.

8.2 The termination charges stated at paragraph 8.1 (first bullet point) and 8.1 (second bullet point) will not be payable where an individual Private Line Connect service is terminated for the purpose of replacing it with another Private Line Connect service where the order value of the new Private Line Connect service is at least the same or greater than the order value of the replaced Private Line Connect service and the Minimum Period of Service for the new Private Line Connect service is equal to or greater than the Minimum Period of Service of the replaced Private Line Connect service. (The Minimum Period of Service will commence on the Operational Service Date of the new Private Line Connect service). Any charges which BT has to pay as a result of the termination or changes to Access Lines or services provided by the Partner PTT may be passed on to the Customer.

9. Service Levels

Service levels and performance credits are specified in the Service Level Agreement Schedule. The Service Levels apply to the elements of service within the Service Management Boundary.

No SLA or rebates for loss of service will be applicable to the Non-Restorable Service Option.