



BT Global Voice for Indirect

Schedule to either the PSA for Resellers or General Terms for Resellers

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Words defined in the Governing Agreement

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in either the BT General Terms for Resellers or the Product and Services Agreement for Resellers, whichever is referred to in the Order ("**Governing Agreement**").

Agreement and Contract mean the same thing depending on whether this Schedule uses the BT General Terms for Resellers or the Product and Services Agreement for Resellers.

Part A – The Service

1 Service Summary

- 1.1 BT will provide the Reseller with a technology independent global voice service that transmits voice (**VoIP**) and fax for the Reseller to resell to its customers ("**Customer**") to facilitate the convergence of the Customer's VoIP requirements (using SIP Trunking) onto a single service and migration from traditional Time Division Multiplex (TDM) voice technology to IP, comprising the Service Options as set out in any applicable Order (the "**Service**").

2 Key Statements and Reseller Obligations

- 2.1 The Service is subject to the Regulatory Annex which forms part of this Service.
- 2.2 The obligations set out in this section are fundamental to the provision of the Service and are in addition to any others set out in the Agreement.
- 2.3 The Reseller will only sell to Customers who:
 - 2.3.1 are corporate entities duly established and registered in each country where the Reseller intends to provide electronic communications services on the basis of this Agreement; and
 - 2.3.2 employee users who will directly use the Service ("**Users**").
- 2.4 Except as set out in Paragraph 2.3 the Reseller will not resale the Service to third parties in any other form or manner. Such resale would be considered a material breach of this Agreement.
- 2.5 The Reseller will not resale the Service to Customers whose Users are, or may be, consumers.

3 Service Options

- 3.1 BT will provide any of the following options described in this section ("**Service Options**") if set out in the Order and in accordance with any additional details set out in the Order.
- 3.2 Service Options may not be available in all countries.
- 3.3 **BT Global Voice SIP Trunking**
 - 3.3.1 This Service Option provides a full PSTN/ISDN replacement service supporting outgoing and incoming PSTN calls, calls to emergency services (subject to the terms of this Agreement) and most call types to local (national) services including premium rate services where permitted.
 - 3.3.2 In some locations Customers can specify that certain outgoing calls are barred ("**Call Barring**"). Details of the Call Barring options available by country are available on request.
 - 3.3.3 The Reseller accepts that carrier selection is barred for all Users at any locations where the Service is provided unless otherwise stated in the Regulatory Annex.
 - 3.3.4 BT will register the Customers' CLI within the BT Network to enable identification of the relevant Site location. BT may not terminate calls where BT is not able to clearly identify a Site location via the Customers' CLI.
 - 3.3.5 The successful transmission of the CLIs depends on the capabilities of the various international country networks that a call traverses. BT cannot guarantee correct CLI transmission for calls which transverse third party networks.
 - 3.3.6 BT Global Voice SIP Trunking cannot be provided for mobile devices. The Service is only connected or terminated to a Customer's CPE (IP PBX/SBC's etc.) and cannot connect direct to mobile devices.
 - 3.3.7 **Centralised SIP Trunking**
 - (a) If Customers have Centralised IPT architecture with a centralised interconnect into the Service, BT and the Reseller will work together for the installation, configuration and maintenance of the interconnect between the BT Global Voice SIP Trunking Service and the Customers Centralised IPT architecture taking into account country-specific regulations.
 - (b) As the entire Centralised IPT architecture is connected only via one trunk, the Reseller will support BT to allow identification of the Customer's Sites without any restrictions.



- (c) For standard and forwarding calling scenarios the Reseller will ensure that the Customer will send the Site specific CLI, which allows the identification of its physical location within the PAID (P-Asserted ID) field. The format needs to be in site specific international format like [+CCxxx] or [00CCxxx].
- (d) The Reseller will ensure that Customers will not manipulate the CLI sent in PAID at any time while the Customer's IPT architecture is connected to the BT Network unless BT is informed and has agreed to the change in advance.
- (e) The Reseller will ensure that Customers will, for forwarding calling scenarios, send the Site specific CLI within the DIVERSION field. The format needs to be in site specific international format like [+CCxxx] or [00CCxxx].
- (f) The Reseller will ensure that Customers will send a presentation CLI within the FROM field. The sent number must be in line with domestic regulations and will be screened by BT. In the event that the CLI fails the screening, no CLI will be sent within FROM field. The format needs to be in site specific international format like [+CCxxx] or [00CCxxx].
- (g) Where Centralised SIP Trunking is used, CLIP/CLIR attributes remain unchanged.

3.4 Direct Access

3.4.1 Customers can access the Service using Direct Access via one of the following options:

- (a) BT IP Connect Global Service with managed routers which can be used for both the Customers' voice traffic and other data applications. The Reseller will order managed routers, and the definitions, terms and conditions of the BT IP Connect Global Service Schedule to the PSA or General Terms will apply to the Reseller unless this Schedule states otherwise; or
- (b) BT IP Connect Global Service with unmanaged BT Routers or unmanaged Customer routers which can be used for both the Customers' voice traffic and other data applications. The Customers can use either unmanaged BT router(s) or unmanaged Customer router(s) and the definitions, terms and conditions of the BT IP Connect Global Service Schedule to the PSA or General Terms will apply to the Reseller unless this Schedule states otherwise; or
- (c) Ethernet access only as part of the BT IP Connect Global Service. The definitions, terms and conditions of the BT IP Connect Global Service Schedule to the PSA or the General Terms will apply to the Reseller unless this Schedule states otherwise; or
- (d) an Internet connection at the Customer's Site with sufficient bandwidth to carry the required voice traffic.

3.4.2 Where the Customer selects Internet access as set out in Paragraph 3.4.1(d) for BT Global Voice SIP Trunking the Customer will select either the:

- (a) encrypted signalling and encrypted voice option; or
- (b) encrypted signalling without encrypted voice option. For this option there may be:
 - (i) eavesdropping on RTP media;
 - (ii) spoofing, and
 - (iii) Injection of frames into RTP streams.

4 Service Management Boundary

4.1 BT will provide and manage the Service as set out in Parts A, B and C of this Schedule and as set out in any applicable Order up to:

4.1.1 for Direct Access via BT IP Connect Global, is as set out in the BT IP Connect Global Schedule;

4.1.2 for Direct Access via Internet ordered from a third party, the interface on the BT firewall to the public Internet.

("Service Management Boundary" or "SMB").

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

4.3 BT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Customer Equipment or other equipment and software.

5 Associated Services and Third Parties

5.1 Customers will have one of the services set out in Paragraph 3.4 in place that will connect to the Service and are necessary for the Service to function and will ensure that service meets the minimum technical requirements that BT specifies (an "Enabling Service").

5.2 If BT provides any services to the Reseller other than the Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms which may be directly between the Customer and BT.



- 5.3 BT will not be liable for failure to or delay in supplying the Service if another supplier delays or refuses the supply of an electronic communications service to BT and no alternative service is available at reasonable cost.

6 Specific Terms and Conditions

6.1 Minimum Period of Service

At the end of the Minimum Period of Service, unless BT or the Reseller gives Notice to the other of an intention to terminate the Service in accordance with the Agreement, BT will continue to provide the Service and BT and the Reseller will continue to perform each of its obligations in accordance with the Agreement.

Part B – Service Delivery and Management

7 BT's Obligations

7.1 Service Delivery

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

- 7.1.1 provide the Reseller with contact details for the helpdesk that the Reseller will be able to contact to submit service requests, report Incidents and ask questions about the Service ("**Service Desk**");
- 7.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at a Site and are notified to BT in writing. BT will not be liable if, as a result of any such compliance, BT is in breach of any of BT's obligations under this Agreement;
- 7.1.3 where applicable, arrange for any surveys to be conducted to confirm the availability of a suitable Access Line to the Sites. If the surveys identify that additional engineering work is required in order to provide a suitable Access Line to the Sites, BT may provide a new quote to the Reseller, detailing the additional Charges the Reseller will need to pay for the engineering work to be completed and:
 - (a) if the Reseller accepts the new quote, BT will cancel the existing Order to the affected Sites and will generate a new Order for the affected Sites and will arrange for the additional engineering works to be carried out; or
 - (b) if the Reseller does not accept the new quote, BT will cancel the Reseller's existing Order for the provision of Service to the affected Sites and BT will have no obligation to provide the Service to those Sites;
- 7.1.4 provide the Reseller with a date on which delivery of the Service (or each part of the Service, including to each Site) is due to start ("**Reseller Committed Date**") and will use commercially reasonable endeavours to meet any Reseller Committed Date.

7.2 Commissioning of the Service

Before the Operational Service Date, BT will:

- 7.2.1 for Direct Access via BT IP Connect Global, provide recommendations for router configuration (only where a Customer has selected an unmanaged router option), complete the BT Global Voice Network Databuild and conduct a set of standard tests. The Operational Service Date occurs on successful completion of the tests;
- 7.2.2 for Direct Access via the Internet, agree with the Reseller on the encryption configuration that the Customer will implement on the Customer Equipment to be connected to the Service, complete the BT Global Voice Network Databuild and conduct a set of standard tests to ensure that the configuration is functioning correctly. The Operational Service Date occurs on successful completion of the tests. BT will not be liable if the Service cannot be delivered due to a failure of the encryption configuration on the Customer Equipment;
- 7.2.3 connect the Service to each applicable Enabling Service.

7.3 During Operation

On and from the Operational Service Date, BT:

- 7.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Levels in Part C of this Schedule if the Reseller reports an Incident on the BT Network;
- 7.3.2 where applicable, will work with the relevant supplier to restore Service as soon as practicable during Local Contracted Business Hours if the Reseller reports an Incident on the Access Line;
- 7.3.3 where applicable, will maintain a web portal and server to provide the Reseller with online access to reports;
- 7.3.4 may carry out Maintenance from time to time and will endeavour to inform the Reseller:



- (a) at least five Business Days before any Planned Maintenance on the BT Network and/or BT Equipment, however the Reseller agrees that BT may inform the Reseller with less notice than normal where emergency Maintenance is required; or
- (b) without undue delay for scheduled Access Line maintenance by a supplier;

7.3.5 may, where applicable, in the event of a security breach affecting the Service, require the Reseller and the Customers to change any or all of the Reseller's and the Customers' passwords. BT does not guarantee the security of the Service against unauthorised or unlawful access or use.

7.4 The End of the Service

On termination of the Service by either BT or the Reseller, BT may disconnect and remove any BT Equipment located at the Sites.

8 The Reseller's Obligations

8.1 Service Delivery

Before the Operational Service Date and, where applicable, throughout the provision of the Service by BT, the Reseller will:

- 8.1.1 provide BT with the names and contact details of any individuals authorised to act on the Reseller's behalf for Service management matters ("**Reseller Contact**"), but BT may also accept instructions from a person who BT reasonably believes is acting with the Reseller's authority;
- 8.1.2 provide BT with any information reasonably required without undue delay;
- 8.1.3 ensure that Customers provide BT with access to any Sites during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the Service;
- 8.1.4 ensure that Customers complete any preparation activities that BT may request to enable the Reseller's Customers to receive the Services promptly and in accordance with any reasonable timescales;
- 8.1.5 where applicable, notify BT in writing of any health and safety rules and regulations and security requirements that apply at a Site in sufficient advance notice of BT attending a Site;
- 8.1.6 in jurisdictions where an employer is legally required to make such disclosure to its employees and/or Users:
 - (a) ensure that Customers inform their employees and Users that as part of the Service being delivered, BT may monitor and report to the Reseller the use of any targeted applications by the Customers' employees and/or Users;
 - (b) ensure the Customers' employees and Users have consented or will be deemed to have consented to such monitoring and reporting (if such consent is legally required), agree that BT will not be liable for any failure by the Reseller or the Customers to comply with this instruction and indemnify BT from and against any Claims or action brought by the Reseller's and Customers' employees or Users against BT arising out of the delivery of Services by BT; and
 - (c) ensure that Customers inform their employees and Users that the Service will provide itemised billing and calls will be logged;
- 8.1.7 provide and maintain appropriate Enabling Services for use with the Service. The Reseller will ensure that Customers pay all charges related to provision and use of such connections and lines and report any incidents in such connections and lines directly to the supplier of the connection or lines;
- 8.1.8 ensure that Customers prepare and maintain the Site for the installation of BT Equipment and supply of the Service, including, without limitation:
 - (a) provide a suitable and safe operational environment for any BT Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and in accordance with applicable installation standards;
 - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers and/or provide any openings in buildings required to connect BT Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance Services;
 - (c) carry out any work that may be required after installation to make good any cosmetic damage caused during the installation or maintenance Services;
 - (d) provide a secure, continuous power supply at the Site for the operation and maintenance of the Service and BT Equipment at such points and with such connections as BT specifies. In order to mitigate any Service interruption resulting from failure in the principal power supply, the Reseller will ensure that Customers will provide back-up power with sufficient capacity to conform to the standby requirements of the applicable in-country standards; and

- (e) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate;

8.1.9 for BT Global Voice SIP Trunking:

- (a) present BT with a network CLI (PAID) which belongs to a BT-provisioned number block range and/or ported number block range;
- (b) ensure Customers do not connect End Points or mobile devices directly to the BT Global Voice SIP Trunking Service Option. When the BT Global Voice SIP Trunking Service Option has been selected, the Customer will be responsible for connecting any End Points directly to its PBX (or equivalent);
- (c) ensure Customers are responsible for, and ensure the proper configuration of, its LAN, PBX equipment (or equivalent) and all End Points so that the User's location can be properly identified;
- (d) if Customers order Internet access from a third party:
 - (i) ensure that Customers have a suitable Internet access connection that can support voice calls and have sufficient capacity for the Customers voice requirements (for example, when taking into account other traffic using that connection);
 - (ii) ensure that the Internet access is provided before BT starts the commissioning of the BT Global Voice SIP Trunking; and
 - (iii) repair all Incidents that are outside the Service Management Boundary set out in Paragraph 4.1.2.
- (e) agree that the successful configuration of encryption for the Service via Internet depends on many variables and equipment and requires the cooperation of the Reseller's technical team;
- (f) ensure Customers implement the encryption configuration on the Customer Equipment for the BT Voice SIP Trunking over Internet access option;
- (g) ensure Customers comply with all specifications and prerequisites that BT provides to the Reseller which is required for the provision of the BT Global Voice SIP Trunking Service over Internet access;
- (h) if a legal interception or data retention request is made, the Reseller will provide BT with all assistance and information necessary about the Customer and the User to allow BT to facilitate the request;

8.1.10 be responsible for, ensuring these are in compliance with applicable laws and regulations:

- (a) the correct identification of the subscribers;
- (b) the proper collection and management of the contracts with its Users; and
- (c) the proper and timely management of the requests made by Customers,

8.2 Service Operation

On and from the Operational Service Date, the Reseller will:

- 8.2.1 report Incidents to the Reseller Contact and not to the Service Desk;
- 8.2.2 ensure that the Reseller Contact will take Incident reports and pass these to the Service Desk using the reporting procedures agreed between BT and the Reseller, and will be available for all subsequent Incident management communications;
- 8.2.3 monitor and maintain any Customer Equipment connected to the Service or used in connection with a Service;
- 8.2.4 ensure that, where applicable, any Customer Equipment that is connected to the Service or used, directly or indirectly, in relation to the Service is:
 - (a) connected using the applicable BT Network termination point, or BT's supplier's network termination, unless the Reseller has BT's permission to connect by another means and used in accordance with any instructions, standards and safety and security procedures applicable to the use of that Customer Equipment;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the Service and will not harm or damage BT Equipment, the BT Network, or any of BT's Partners', suppliers' or subcontractors' network or equipment; and
 - (d) approved and used in accordance with relevant instructions and Applicable Law;
- 8.2.5 where applicable, immediately disconnect any Customer Equipment, or advise BT to do so at the Reseller's expense, if Customer Equipment does not meet any relevant instructions, standards or Applicable Law;
- 8.2.6 where applicable, connect equipment to the Service only by using the NTE at the Sites;



- 8.2.7 where applicable, distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the Service;
 - 8.2.8 where applicable, maintain a list of current Users and immediately terminate access for any person who ceases to be an authorised User;
 - 8.2.9 where applicable, ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Service and:
 - (a) inform BT immediately if a user ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way; and
 - (b) take all reasonable steps to prevent unauthorised access to the Service;
 - 8.2.10 where applicable, if BT requests the Reseller or Customers to do so in order to ensure the security or integrity of the Service, change any or all passwords and/or other systems administration information used in connection with the Service;
 - 8.2.11 where applicable, comply and ensure that Customers comply with the provisions of any Software licences provided with or as part of the Service;
 - 8.2.12 where applicable, ensure that the maximum number of Users that the Reseller authorises to access and use the Service ("**Authorised Users**") will not exceed the permitted number of User identities set out in the Order;
 - 8.2.13 where applicable, not allow any Authorised User subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual Authorised User, in which case the Reseller will ensure the prior Authorised User will no longer have any right to access or use the Service;
 - 8.2.14 where applicable, maintain a written, up to date list of current Authorised Users and provide such list to BT within five Business Days of BT's written request at any time; and
 - 8.2.15 comply with and ensure that Customers comply with all specifications and prerequisites that BT provides to the Reseller that are required to troubleshoot BT Global Voice SIP Trunking Service over Internet access.
- 8.3 **The End of the Service**
- On termination of the Service by either BT or the Reseller, the Reseller will, where applicable:
- 8.3.1 ensure that Customers provide BT with all reasonable assistance necessary to remove BT Equipment from the Sites;
 - 8.3.2 ensure that Customers disconnect any Customer Equipment from BT Equipment located at the Sites;
 - 8.3.3 ensure that Customers do not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
 - 8.3.4 ensure that Customers arrange for any BT Equipment located at the Sites to be returned to BT;
 - 8.3.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment; and
 - 8.3.6 ensure that Customers configure the Customer Equipment to ensure that the Customers cease using the Service.

9 Notification of Incidents

Where the Reseller becomes aware of an Incident:

- 9.1 the Reseller Contact will report it to BT's Service Desk;
- 9.2 BT will give the Reseller a unique reference number for the Incident ("**Ticket**");
- 9.3 BT will inform the Reseller when BT believes the Incident is cleared, and will close the Ticket when:
 - 9.3.1 the Reseller confirms that the Incident is cleared within 24 hours of being informed; or
 - 9.3.2 BT has attempted unsuccessfully to contact the Reseller, in the way agreed between BT and the Reseller, in relation to the Incident and the Reseller has not responded within 24 hours of BT's attempt to contact the Reseller;
- 9.4 if the Reseller confirms that the Incident is not cleared within 24 hours of being informed, the Ticket will remain open, and BT will continue to work to resolve the Incident.

10 Invoicing

- 10.1 BT will invoice the Reseller for the Charges for the Service as set out in Paragraph 10.2 in the amounts and currency specified in any Orders.
- 10.2 Unless stated otherwise in an applicable Order, BT will invoice the Reseller for:
 - 10.2.1 Installation Charges, on the Operational Service Date (or monthly in arrears prior to the Operational Service Date for any work carried out where the planned installation period is longer than one month);



- 10.2.2 Recurring Charges, except Usage Charges, monthly in advance (unless regulation requires BT to invoice these in arrears). For any period where Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
- 10.2.3 Usage Charges, monthly in arrears, calculated at the then current rates;
- 10.2.4 applicable one-off Charges e.g. configuration Charges;
- 10.3 BT may invoice the Reseller for any of the following Charges in addition to those set out in the Order:
 - 10.3.1 Charges for investigating Incidents that the Reseller reports to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Agreement;
 - 10.3.2 Charges for commissioning the Service as set out in Paragraph 7.2 outside of Business Hours;
 - 10.3.3 Charges for restoring Service if the Service has been suspended in accordance with the Agreement;
 - 10.3.4 Charges for cancelling the Service in accordance with the Agreement;
 - 10.3.5 Charges for expediting provision of the Service at the Reseller's request after the Reseller has been informed of the Reseller Committed Date;
 - 10.3.6 Charges BT may incur as a result of the Reseller supplying incorrect or incomplete information;
 - 10.3.7 Charges for additional costs incurred during a port, due to special requirements or errors in information provided by the Reseller in the Order, including but not limited to out of hour sporting where permitted;
 - 10.3.8 Charges for any continued use of the Service after termination of the Service;
 - 10.3.9 where the Reseller has selected BT Global Voice SIP Trunking Service in North America, any Charges to recover the contributions required to be paid to emergency services funds at the North American state and local level. In addition, BT may charge the Reseller an additional Charge (as set out in the Order) per E911 or 911 call made in North America that is manually handled due to having incorrect or no record in the emergency calling database;
 - 10.3.10 Charges for not complying with traffic profile requirements as in out in Paragraph 11;
 - 10.3.11 De-installation Charges within 60 days of de-installation of the Service;
 - 10.3.12 any Termination Charges incurred in accordance with Paragraph 12 upon termination of the relevant Service; and
 - 10.3.13 any other Charges set out in any applicable Order or as otherwise agreed between BT and the Reseller.

11 Traffic Profiles

- 11.1 The Reseller agrees the pricing and quality of service is based on reasonable use of a PSTN service dedicated to the Customer's business-oriented activities.
- 11.2 The Reseller will ensure that the Customer will maintain:
 - 11.2.1 a minimum of five Channels per BT IP Connect Global, Ethernet Direct, or Internet connected Site; and
 - 11.2.2 a minimum number of 20 Channels (where each Channel supports one simultaneous call) across all Sites;
- 11.3 The Reseller will ensure that a Customer's:
 - 11.3.1 incoming Off Net traffic will not exceed 35 per cent of the total traffic at the Sites; and
 - 11.3.2 the average number of minutes per Channel will not exceed a total of 8,300 incoming and outgoing minutes per Channel, per month across all of a Customer's national Channels.
- 11.4 The Reseller will pay either standard rates or additional Charge(s) (as set out in the Order) per minute for all traffic originating from a Site in any month where the traffic pattern does not meet the conditions set out in this section 11.
- 11.5 If traffic does not comply with the agreed traffic pattern set out in this section 11 at a Site for more than three months (which do not need to be consecutive) in any consecutive 12 month period, BT may suspend the delivery of all traffic from that Site on 30 days' Notice and/or revise the rates to be applied to traffic at that Site.
- 11.6 For delivery of traffic to an undeclared premium rate service, and/or deviations from reasonable use of a PSTN service, BT may:
 - 11.6.1 block all traffic; and/or
 - 11.6.2 revise the Charges to be applied to such delivery. Any new Charges will be agreed on a new Order. If the Reseller and BT do not reach agreement on the new Charges to apply then the traffic to such undeclared premium rate service will remain blocked.
- 11.7 The Reseller is responsible for paying all Charges for communications originated by abuses, failures, frauds, etc. originated in equipment managed by the Reseller and the Customers, including those originated by persons not authorized by the Reseller and the Customers who have accessed the equipment by any means, either locally or remotely.



12 Charges for Termination for Convenience

- 12.1 If the Reseller exercises the Reseller's right to terminate the Agreement or any Service for convenience, the Reseller will pay BT:
- 12.1.1 all outstanding Charges for Service rendered;
 - 12.1.2 De-installation Charges;
 - 12.1.3 any remaining Charges outstanding with regard to BT Equipment;
 - 12.1.4 any other Charges set out in the Order; and
 - 12.1.5 the following additional Charges:
 - (a) all committed costs to a supplier incurred by BT as a result of the Reseller's commitment to BT under the Agreement, which BT cannot reasonably mitigate; and
 - (b) all incremental charges incurred by BT from a supplier due to the early termination.
- 12.2 In addition to the Charges set out at Paragraph 12.1 above, if the Reseller terminates during the Minimum Period of Service the Reseller will pay BT for any parts of the Service that were terminated during the Minimum Period of Service, Termination Charges, as compensation, equal to:
- 12.2.1 100 per cent of the Recurring Charges for any remaining months of the first 12 months of the Minimum Period of Service (if terminated during the first 12 months);
 - 12.2.2 20 per cent of the Recurring Charges for the remaining months, other than the first 12 months, of the Minimum Period of Service; and
 - 12.2.3 any waived Installation Charges.

13 BT Equipment

- 13.1 BT Equipment will remain BT's property at all times and risk in BT Equipment will pass to the Reseller upon delivery, whether or not the BT Equipment has been installed.
- 13.2 The Reseller will ensure that Customers will not use BT Equipment other than in accordance with BT's written instructions or authorisation and will not move, add to, reconfigure, modify or otherwise interfere with BT Equipment, nor permit any other person (other than a person authorised by BT) to do so.
- 13.3 The Reseller will be liable to BT for any loss of or damage to BT Equipment, except where the loss or damage is a result of fair wear and tear or caused by BT.
- 13.4 The Reseller will ensure that Customers will not move or relocate any BT Equipment without BT's prior written consent and the Reseller will pay BT's costs and expenses reasonably incurred as a result of such move or relocation.



Part C – Service Levels

Service Levels and associated Service Credits will only apply where specifically set out in an Order. Where an Order does not set out the Service Levels then this Part C, including any Service Credits, will not apply to that Order.

14 On Time Delivery

14.1 On Time Delivery Service Level

14.1.1 BT will deliver the Service on or before the Reseller Committed Date (the "On Time Delivery Service Level").

14.2 On Time Delivery Service Credits

14.2.1 If BT does not meet the On Time Delivery Service Level, the Reseller may claim On Time Delivery Service Credits for each day that passes after the Reseller Committed Date until the Service is delivered at the Site, as set out in this Paragraph 14.2.

14.2.2 The Reseller may claim On Time Delivery Service Credits by reporting any failure to meet the On Time Delivery Service Level to the Service Desk in accordance with Paragraph 9 (Notification of Incidents).

14.2.3 On Time Delivery Service Credits are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charge for the affected Site or Circuit.

14.2.4 If BT and the Reseller have agreed a revised Reseller Committed Date in writing, or if BT exercises BT's right to revise the Reseller Committed Date as set out in Paragraph 14.3.1, the calculation of any On Time Delivery Service Credits will be made by reference to the revised Reseller Committed Date.

14.3 Exceptions

14.3.1 If the Reseller requests a change to the Service or any part of the Service, then BT may change the Reseller Committed Date to accommodate that change.

14.3.2 The On-Time Delivery Service Level does not apply to:

- (a) upgrades and/or changes to the Services, unless these require the installation of new components and have an agreed delivery date;
- (b) BT Global Voice SIP Trunking Internet access;
- (c) voice calls delivered over Internet access;

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

15 Service Availability

15.1 Availability Service Level

15.1.1 From the Operational Service Date, BT will provide the Service with a target availability corresponding to the applicable SLA Category for the Service as set out in the table in Paragraph 15.2.1 below (the "Availability Service Level").

15.1.2 The Reseller may request Availability Service Credits for Qualifying Incidents at either:

- (a) the Standard Availability Service Credit Rate, as set out in Paragraph 15.3.5; or
- (b) as applicable, the Elevated Availability Service Credit Rate, as set out in Paragraph 15.3.6.

15.2 SLA Categories

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

SLA Category	Availability Annual Target	Maximum Annual Availability Downtime	Maximum Monthly Availability Downtime	Standard Availability Service Credit Rate	Elevated Availability Service Credit Rate	Service Credit Interval
Cat A++	≥ 99.999%	5 minutes	0 minutes	4%	8%	5 min
Cat A+	≥ 99.99%	1 hour	0 minutes	4%	8%	15 min
Cat A1	≥ 99.97%	3 hours	0 minutes	4%	8%	1 hour
Cat A	≥ 99.95%	4 hours	0 minutes	4%	8%	1 hour
Cat B	≥ 99.90%	8 hours	1 hour	4%	8%	1 hour
Cat C	≥ 99.85%	13 hours	3 hours	4%	4%	1 hour
Cat D	≥ 99.80%	17 hours	5 hours	4%	4%	1 hour
Cat E	≥ 99.70%	26 hours	7 hours	4%	4%	1 hour
Cat F	≥ 99.50%	43 hours	9 hours	4%	4%	1 hour
Cat G	≥ 99.00%	87 hours	11 hours	4%	4%	1 hour
Cat H	≥ 98.00%	175 hours	13 hours	4%	4%	1 hour
Cat I	≥ 97.00%	262 hours	15 hours	4%	4%	1 hour



15.2.2 The SLA Category applicable to the Reseller's relevant Service Options will be set out in the Order.

15.3 Availability Service Credits

- 15.3.1 If a Qualifying Incident occurs, BT will measure and record the Availability Downtime for the Site or Circuit starting from when the Reseller reports a Qualifying Incident and ending when BT closes the Incident in accordance with Paragraph 9.3.
- 15.3.2 BT will measure the Availability Downtime in units of full minutes during the Local Contracted Business Hours for Access Line Incidents, and during the Contracted Maintenance Hours for BT Equipment Incidents.
- 15.3.3 Following the measurement taken in accordance with Paragraphs 15.3.1 and 15.3.2, BT will calculate the cumulative Availability Downtime for the calendar months in which the Qualifying Incident occurred (the "**Cumulative Monthly Availability Downtime**") and for the previous 12 consecutive calendar months (the "**Cumulative Annual Availability Downtime**").
- 15.3.4 In the event that a Site or Circuit has been installed for less than 12 consecutive months, BT will apply an assumed Cumulative Annual Availability Downtime for the previous 12 consecutive months for that Site or Circuit using the Availability Downtime data recorded to date.
- 15.3.5 If the Cumulative Monthly Availability Downtime of the Site or Circuit exceeds the Maximum Monthly Availability Downtime, the Reseller may request Availability Service Credits at the Standard Availability Service Credit Rate for each stated Service Credit Interval above the Maximum Monthly Availability Downtime.
- 15.3.6 If the Cumulative Annual Availability Downtime of the Site or Circuit, exceeds the Maximum Annual Availability Downtime, the Reseller may request Availability Service Credits for all further Qualifying Incidents at the Elevated Availability Service Credit Rate for each started Service Credit Interval above the Maximum Annual Availability Downtime up to and until the Cumulative Annual Availability Downtime by Service is less than the Maximum Annual Availability Downtime.
- 15.3.7 Availability Service Credits are available up to a maximum amount equal to 100 per cent of the monthly Recurring Charges.

15.4 Exceptions

- 15.4.1 Availability Service Level does not apply to
 - (a) voice calls delivered over Internet access.

16 Resiliency Restoration

16.1 Resiliency Restoration Service Level

Where the Reseller has purchased a Resilient Service and experiences loss of Service on any Resilient Component (which does not amount to a Severity Level 1 Incident), BT aims to restore Service to the affected Resilient Components within 24 hours of the Reseller reporting the Incident ("**Resiliency Restoration Service Level**"). The Resiliency Restoration Service Level will not apply where there is a Qualifying Incident, in which case, the Availability Service Level will apply, in accordance with Paragraph 15.

16.2 Resiliency Restoration Service Credits

- 16.2.1 If the affected Resilient Components are not restored within 24 hours, the Reseller may request a Service Credit for each commenced hour in excess of the Resiliency Restoration Service Level ("**Resiliency Restoration Service Credit**").
- 16.2.2 Resiliency Restoration Service Credits are equal to 1 per cent of the total monthly Recurring Charges for the Resilient Service up to a maximum amount equal to 100 per cent of the monthly Recurring Charges.

17 Network Performance

17.1 BT Network – Transmission rate

- 17.1.1 BT's targets for transmission rates, that is the speed of transmission of fax signals, on the BT Network for On-Net calls (including the Access Lines) or for the part of the call carried on the BT Network (including Access Line) for On-Net to Off Net calls is 14.4 Kbits per second for fax, subject to the Customer Equipment being capable of transmitting at these rates ("**Transmission Rate Service Level**").
- 17.1.2 If the Reseller experiences transmission rates lower than the target rates on any route(s) then the Reseller will report it to the Service Desk using the Incident reporting procedures set out in Paragraph 9.
- 17.1.3 BT will investigate the cause and if the low transmission rate is due to the BT Network, BT will resolve the Incident as quickly as possible.
- 17.1.4 If the Incident continues for five days or more then the Reseller may request a Service Credit and BT will pay the Reseller a Service Credit of two per cent of the monthly Recurring Charge for the affected (originating) Site.



17.2 BT Network – Post Dial Delay (PDD)

- 17.2.1 For any route(s) for On-Net calls (including the Access Lines that BT provides) or for the part of the call carried on the BT Network (including Access Line) for On-Net to Off-Net calls ("**Qualifying Route**"), BT's target is for PDD to be five seconds or less ("**Post Dial Delay Service Level**").
- 17.2.2 If the Reseller experiences PDD greater than five seconds on any Qualifying Route, then the Reseller will report it to the Service Desk using the Incident reporting procedures set out in Paragraph 9.
- 17.2.3 BT will investigate the cause and if it is due to the BT Network, BT will resolve the Incident as quickly as possible.
- 17.2.4 If either the PDD persists for more than five Business Days, or the Reseller reports three Incidents on the same Qualifying Route(s) in any calendar month, then the Reseller may request a Service Credit of two per cent of the monthly Recurring Charge of the affected (originating) Site.
- 17.2.5 These targets for PDD do not apply to:
 - (a) Access Lines with compression applied; and
 - (b) Sites with Site location codes or a variable length dial plan.

17.3 Normal Call Completion

- 17.3.1 An On-Net call is complete when the caller hears a ring tone, busy tone, or network generated recorded message. The call is considered normally completed when the call is terminated by one of the callers on the call "**hanging up**".
- 17.3.2 BT's target for normal call completion rate per month is more than or equal to 98 per cent ("**Call Completion Service Level**").
- 17.3.3 The Call Completion Service Level does not include completion to an Off-Net destination after the call has been delivered to the Off-Net gateway.
- 17.3.4 BT will deliver the call up to where it is handed off to the PSTN and/or mobile network service providers.
- 17.3.5 If a call does not complete then the Reseller will report it to the Service Desk using the Incident reporting procedures set out in Paragraph 9.
- 17.3.6 BT will investigate the cause, and, if it is due to the BT Network, will resolve the Incident as quickly as possible.
- 17.3.7 BT will measure call completion performance each calendar month as the percentage of calls proven by BT to have failed against the total completed calls originating from a Site.
- 17.3.8 The Reseller may request Service Credits as follows:

Normal call completion rate (per Month)	Service credit (% of the monthly Recurring Charges for originating Site)
more than or equal to 98%	0%
less than 98% and more than 90%	2%
less than 90%	4%

- 17.3.9 Abnormal call termination caused by the calling party, the called party, or resources of either party is not covered by the Call Completion Service Level.
- 17.3.10 If BT Equipment (e.g. managed router at a Site) is disconnected deliberately, call failure is not covered by the Call Completion Service Level.
- 17.3.11 The Call Completion Service Level does not apply if BT successfully delivers a call to an Off-Net location but it cannot be completed due to actions of the PSTN or mobile network provider.

17.4 Call Quality

- 17.4.1 The BT Network is intended to support quality voice for On-Net calls at all Sites directly connected to the BT Network. Call quality for Off-Net calling is subject to the performance of the third party network provider and is outside BT's control.
 - 17.4.2 The Reseller accepts that Customers usage of the Internet access option to access the Service will be subject to the normal constraints imposed by the Internet, such as the possible degradation in voice quality through packet drops, delay and non-guarantee of throughput. BT will not be responsible for any degradation in voice quality, outages or similar issues caused by the Internet access option.
- 17.5 The network performance service levels further described in the BT IP Connect Global Service Schedule to the PSA will apply to traffic carried entirely on the BT IP Connect Global network.

18 Requests for Service Credits

- 18.1 The Reseller may request applicable Service Credits within 28 days of the end of the calendar month in which an Incident occurred by providing details of the reason for the claim. Any failure by the Reseller to submit a



- request in accordance with this Paragraph 18.1 will constitute a waiver of any claim for Service Credits in that calendar month.
- 18.2 Upon receipt of a valid request for Service Credits in accordance with Paragraph 18.1;
- 18.2.1 BT will issue the Reseller with the applicable Service Credits by deducting those Service Credits from the Reseller's invoice within two billing cycles of the request being received; and
- 18.2.2 following termination of the Agreement where no further invoices are due to be issued by BT, BT will pay the Reseller the Service Credits in a reasonable period of time.
- 18.3 All Service Levels and Service Credits will be calculated in accordance with information recorded by, or on behalf of, BT.
- 18.4 If there are multiple Access Lines to a Site, and some, but not all Access Lines have failed, any Availability Service Credits will be calculated in proportion to the total Site Charges. For example, if a Site has four Access Lines and one fails, the Service Credit will be one quarter of the Service Credit that would apply if all the Access Lines had failed.
- 18.5 The Service Levels under this Schedule will not apply:
- 18.5.1 if BT fails to do or not do something that BT is supposed to under the Agreement (including not carrying out any of BT's responsibilities, carrying them out late or not meeting any Service Levels), to the extent BT's failure is due to:
- (a) the Reseller's failure to carry out any of the Reseller's responsibilities under the Agreement, or the Reseller carrying them out late, in which case the Reseller will pay BT for any reasonable costs BT incurs as a result of the Reseller's failure;
 - (b) the Reseller's failure to make sure that Customers carry out any of their responsibilities under the Agreement, or if they carry them out late, in which case the Reseller will pay BT for any reasonable costs BT incurs as a result of the Reseller's failure;
 - (c) anyone other than BT, its Affiliates or its subcontractors failing to do or not do something they are supposed to do;
 - (d) a restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction; or
- 18.5.2 during any trial period of the Service;
- 18.5.3 to failures due to any force majeure event;
- 18.5.4 if the Reseller causes a delay, provides inaccurate information or does not provide any requested information in accordance with any reasonable timescales BT tells the Reseller about;
- 18.5.5 to any Incident not reported in accordance with Paragraph 9 above; and
- 18.5.6 if the Reseller has not complied with the Agreement.



Part D – Defined Terms

19 Defined Terms

In addition to the defined terms in the Governing Agreement, capitalised terms in this Schedule will have the following meanings (and in the case of conflict between these defined terms and the defined terms in the Governing Agreement, these defined terms will take precedence for the purposes of this Schedule):

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

“**Authorised User**” has the meaning given in Paragraph 8.2.12.

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

“**Availability Downtime**” means the period of time during which a Qualifying Incident exists as measured by BT in accordance with Paragraph 15.3.1.

“**Availability Service Credit**” means the Service Credit calculated at the Standard Availability Service Credit Rate or at the Elevated Availability Service Credit Rate as applicable.

“**Availability Service Level**” has the meaning given in Paragraph 15.1.1.

“**BT Global Voice Network Databuild**” means the configuration activity required to set up the Service for the Reseller.

“**BT Global Voice SIP Trunking**” means the Service Option as set out in Paragraph 3.3.

“**BT IP Connect Global**” means BT’s private, global IP-based VPN service based on MPLS technology which is provided under its own standard terms and conditions.

“**BT Network**” means the communications network owned or leased by BT and used to provide a Service.

“**Business Hours**” means between the hours of 0800 and 1700 in a Business Day.

“**Call Barring**” has the meaning given at Paragraph 3.3.2.

“**Call Completion Service Level**” has the meaning given in Paragraph 17.3.2.

“**Call Manager**” means a software based PBX for controlling and connecting IP Telephones that are based on the Internet Protocol.

“**Calling Line Identification**” or “**CLI**” means the feature which provides the phone number of the caller as the call comes in.

“**Calling Line Identification Presentation**” or “**CLIP**” means a standardised field within the SIP call setup messages protocol that is exchanged between the Reseller’s Customer’s PBX and the Service.

“**Calling Line Identification Restriction**” or “**CLIR**” means a standardised field within the SIP call setup messages protocol that is exchanged between the Reseller’s Customer’s PBX and the Service.

“**Centralised IPT**” means provisioning of the BT Global Voice SIP Trunking Service through a single IPT Call Manager at a central location with IP phones at multiple remote locations within the same country or within a region.

“**Centralised SIP Trunking**” means the Service Option as set out in Paragraph 3.3.7.

“**Channel**” means a channel that supports one simultaneous call.

“**Circuit**” means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided as part of the Service.

“**Contracted Maintenance Hours**” means the times during which BT will provide maintenance for BT Equipment, which will be Business Hours unless specified otherwise in the Order.

“**Cumulative Annual Availability Downtime**” has the meaning given in Paragraph 15.3.3.

“**Cumulative Monthly Availability Downtime**” has the meaning given in Paragraph 15.3.3.

“**Customer Contact**” has the meaning given in Paragraph 8.1.1.

“**Customer Equipment**” means any equipment and any software, other than BT Equipment, used in connection with a Service.

“**De-installation Charges**” means the charges payable by the Reseller on de-installation of the Service that will be equal to the then current rates for Installation Charges on the date of de-installation.

“**Direct Access**” means the Service Option as set out in Paragraph 3.4.

“**DIVERSION**” means a standardised field within the SIP call setup messages protocol that is exchanged between the Reseller’s Customer’s PBX and the Service.

“**Elevated Availability Service Credit Rate**” means the applicable rate as set out in the table at Paragraph 15.2.1 for the relevant SLA Category.

“**Enabling Service**” has the meaning given in Paragraph 5.1.

“**End Point**” means any device, including soft client(s), which is connected to the Reseller’s Customer’s PBX or equivalent.

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

“**Ethernet Direct**” means an access method which enables the Reseller to directly connect the Reseller’s PBX via a 10/100/1G Ethernet connection to the BT Global Voice SIP Trunking Service.



“**E911**” and “**911**” means the system used in North America that links emergency callers with the appropriate emergency resources.

“**FRF16.1**” means a network feature that is used to optimise the use of bandwidth in a network.

“**FROM**” means a standardised field within the SIP call setup messages protocol that is exchanged between the Reseller’s Customer’s PBX and the Service.

“**Illegal Calls**” means illegally spoofed calls, illegal robocalls and/or fraudulent calls.

“**Incident**” means an unplanned interruption to, or a reduction in the quality of, the Service or particular element of the Service.

“**Installation Charges**” means those Charges set out in the Order in relation to installation of the Service and/or any Customer Equipment and/or BT Equipment as applicable.

“**Integrated Services Digital Network**” or “**ISDN**” means a set of communication standards for simultaneous digital transmission of voice, video, data, and other network services over the traditional circuits of the PSTN.

“**Internet**” means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

“**Internet Protocol**” or “**IP**” means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

“**IP Telephone**” or “**IP Phone**” means a telephone device that converts speech into digital IP packets. Beyond the basic functionality an IP Telephone can also provide complementary services.

“**IP Telephony**” or “**IPT**” means a telephony service using an Internet Protocol.

“**ITU E.164**” means a numbering plan for the world-wide public switched telephone network and some other data networks.

“**Local Area Network**” or “**LAN**” means the infrastructure that enables the ability to transfer IP services within Sites (including data, voice and video conferencing services).

“**Local Contracted Business Hours**” means the times during which maintenance of any Access Line is provided, which will be Business Hours unless specified otherwise in the Order.

“**Maintenance**” means any work on the BT Network or Services, including to maintain, repair or improve the performance of the BT Network or Services.

“**Maximum Annual Availability Downtime**” has the meaning given in the table at Paragraph 15.2.1 for the relevant SLA Category.

“**Maximum Monthly Availability Downtime**” has the meaning given in the table at Paragraph 15.2.1 for the relevant SLA Category.

“**Minimum Period of Service**” means a period of 12 consecutive months beginning on the Operational Service Date, unless otherwise set out in an Order.

“**Multi Protocol Label Switching**” or “**MPLS**” means a private, global IP-based VPN service based on industry standards that provides the Reseller’s Customer with any-to-any connectivity and differentiated performance levels, prioritisation of delay and non-delay sensitive traffic as well as voice and multi-media applications, all on a single network.

“**Network Terminating Equipment**” or “**NTE**” means the BT Equipment used to provide the Service, either at the point of connection between the BT Network and the Access Line, or provided at the Sites for connection to the Network Terminating Unit.

“**Network Terminating Unit**” or “**NTU**” means the socket where the Reseller’s Customers’ wiring, equipment or existing qualifying data service is connected to the Access Line.

“**Notice**” means any notice to be given by one of the Parties to the other under the Agreement in accordance with the terms set out in the Governing Agreement.

“**Off-Net**” means a call that is routed via the PSTN.

“**On-Net**” means a call that is routed between two of the Reseller’s Customers’ Sites on the same contract.

“**On Time Delivery Service Credits**” means 4 per cent of the Recurring Charges for the applicable Site, per day.

“**On Time Delivery Service Level**” has the meaning given in Paragraph 14.1.

“**Operational Service Date**” has the meaning given to it in the Product and Services Agreement for Resellers and is called the **Service Start Date** in the General Terms for Resellers.

“**PAID**” means a standardised field within the SIP call setup messages protocol that is exchanged between the Reseller’s Customer’s PBX and the Service.

“**PBX**” means Private Branch Exchange.

“**Planned Maintenance**” means any Maintenance BT has planned to do in advance.

“**Post Dial Delay**” or “**PDD**” means the time from when the node to which the Site is connected receives the last digit of a valid number to when ringing tones are returned to the Customer Equipment at that Site.

“**Post Dial Delay Service Level**” has the meaning given in Paragraph 17.2.1.

“**PSTN**” means Public Switched Telephone Network, which is the concentration of the world’s public circuit switched telephone networks.

“**Qualifying Incident**” means a Severity Level 1 Incident, except where any of the following events have occurred:

- (a) the Service has been modified or altered in any way by the Reseller, or by BT in accordance with the Reseller's instructions;
- (b) Planned Maintenance;
- (c) the Reseller has performed any network configurations that BT did not approve;
- (d) an Incident has been reported and BT cannot confirm that an Incident exists after performing tests; or
- (e) the Reseller requested BT to test the Service at a time when no Incident has been detected and/or reported.

"**Qualifying Route**" has the meaning given in Paragraph 17.2.1.

"**Recurring Charges**" means the Charges for the Service or applicable part of the Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in the Order.

"**Resiliency Restoration Service Credit**" has the meaning given in Paragraph 16.2.1.

"**Resiliency Restoration Service Level**" has the meaning given in Paragraph 16.1.

"**Resilient Component**" means, with respect to a Resilient Service, any of the Access Lines or BT Equipment.

"**Reseller Committed Date**" has the meaning given in Paragraph 7.4.

"**Reseller Contact**" has the meaning given in Paragraph 8.1.1.

"**Resilient Service**" means a Service or part of a Service, as set out in the Order, where BT provides:

- (a) two or more Access Lines, to provide more resiliency; and
- (b) BT Equipment; and
- (c) Maintenance service 24 hours a day and seven days a week, including public holidays in respect of (a) and (b) above.

"**RTP**" or "**Real-time Transport Protocol**" means an Internet Protocol standard that defines a way for applications to manage the real-time transmission of data.

"**Service**" has the meaning given in Paragraph 1.

"**Service Credit**" means any remedy for failure by BT to meet a Service Level as set out in the Schedule.

"**Service Credit Interval**" means as set out in the table at Paragraph 15.2.1 for the relevant SLA Category.

"**Service Desk**" has the meaning given in Paragraph 7.1.1.

"**Service Level**" means each of the On Time Delivery Service Level, the Availability Service Level, the Resiliency Restoration Service Level, the Transmission Rate Service Level, the Post Dial Delay Service Level and the Call Completion Service Level.

"**Service Management Boundary**" has the meaning given in Paragraph 4.1.

"**Service Options**" has the meaning given in Paragraph 3.

"**Severity Level 1 Incident**" means an Incident that cannot be circumvented and that constitutes a complete loss of Service at the Site or Circuit and in respect of a Resilient Service, excluding any loss of service of a Resilient Component where the Reseller still has access to the Service through the other back-up Resilient Component.

"**SIP**" means Session Initiation Protocol which is a technical standard used to initiate and terminate voice calls in VoIP applications.

"**SIP Trunk**" or "**SIP Trunking**" refers to the channels that transmit the voice calls.

"**Site**" means a location at which the Service is provided.

"**SLA Category**" means the category, as set out in the Order, which, in accordance with the table set out at Paragraph 15.2.1, specifies the following in relation to the Service, Site or Circuit:

- (a) Availability Annual Target;
- (b) Maximum Annual Availability Downtime
- (c) Maximum Monthly Availability Downtime;
- (d) Standard Availability Service Credit Rate;
- (e) Elevated Availability Service Credit Rate; and
- (f) Service Credit Interval.

"**Standard Availability Service Credit Rate**" means the applicable rate as set out in the table at Paragraph 15.2.1 for the relevant SLA Category.

"**Termination Charges**" means any compensatory charges payable by the Reseller to BT on termination of the Agreement in whole or in part or a Service, in accordance with the Agreement and as set out in this Schedule.

"**Ticket**" has the meaning given in Paragraph 9.2 and may also be known as a "**fault reference number**".

"**Time Division Multiplex**" or "**TDM**" means a method of transmitting and receiving independent signals over a common signal path.

"**Transmission Rate Service Level**" has the meaning given in Paragraph 17.1.1.

"**Uniform Resource Locator**" or "**URL**" means a character string that points to a resource on an intranet or the Internet.

"**Usage Charges**" means the Charges for the Service or applicable part of the Service that are calculated by multiplying the volume of units that the Customers used or incurred in a period (e.g. number of agents using the Service, or the number of minutes the Service was used for) with the relevant fee that is specified in the Order.



“**Virtual Private Network**” or “**VPN**” means a network that appears private to the Users while being provided over network infrastructure that is shared with other customers. Unless otherwise agreed in writing, Customers communications over a Customer's VPN are restricted to those Sites belonging to the Customer's VPN.

“**VoIP**” or “**Voice-over Internet Protocol**” means delivery of voice and multimedia communications over Internet Protocol (IP) networks.

“**Wi-fi**” means wireless local area network products that are based on the Institute of Electrical and Electronics Engineers' (IEEE) 802.11 standards.