

# **BT Connect - BT IP Connect Web-VPN (Web-VPN) - Service Annex V 1 September 2013**

BT Reference No. \*\*\_\*\*\*\*\_\*\*\*\*

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## **1 Definitions**

The following definitions apply, in addition to those in the General Terms and Conditions and the General Services Schedule of the Agreement.

**"Aggregator Provided Access or APA"** means Internet Access provided by one of BT's global aggregators or in-country local suppliers.

**"BT IPCG"** means the short name for BT IP Connect Global, BT's data VPN service based on MPLS (Multi Label Switching Protocol).

**"Customer Domain Incident"** means an incident that is caused or contributed to by an act or omission in the Customer's own domain outside of the Service Management Boundary (that is not an Excluded Incident) and includes, but is not limited to, incidents where the reason for outage is categorised by BT as a failure caused by:

- (a) Inadequate power supply required to maintain the Service, whether reported by the Customer or proactively identified by BT;
- (b) The Customer's equipment or equipment not managed by BT under the Agreement;
- (c) A supplier to the Customer (other than BT) that is not managed by BT under the Agreement; or
- (d) The Customer attempting to use the Service for a purpose beyond the solution design or outside the scope of the Agreement.

**"Customer Provided Access or CPA"** means Internet Access provided by the Customer which complies with the provisions of section 2.2.1 below.

**"Domain Name"** means a name registered with an Internet registration authority for use as part of the Customer's Uniform Resource Locator ("URL").

**"Domain Name Service or DNS"** means a directory system which translates numeric IP addresses into Domain Names to identify users on the Internet.

**"Dynamic Full Mesh"** means that Spoke Sites are able to create dynamic IPsec Tunnels to other Spokes in a VPN.

**"Encryption"** is the transformation of data into unreadable data through a cryptographic transformation using a key. Decryption is the process for reversing the unintelligible data into meaningful data using a key.

**"Excluded Incident"** means an incident where the reason for outage is categorised by BT as a failure caused by:

- (a) A Customer power failure that is caused by an event of force majeure as set out in clause 14 of the General Terms and Conditions (but does not include persistent power failures);
- (b) A Customer power failure that is caused by planned maintenance by the Customer where such maintenance was notified in advance to BT in accordance with the Agreement;
- (c) A Customer power failure that is caused during an active window where the Customer has previously notified BT (and the Site is registered by BT under an active window) to suspend any applicable Service Level in relation to a Site during a specified and repeated timeframe window (in accordance with the Agreement);
- (d) An incident that is caused by an initial commissioning or delivery issue before the Operational Service Date; or
- (e) A subcontractor of BT.

**"Hub(s)"** means the central or main Customer location, usually a data centre or Customer headquarters. All Managed Routers within a VPN maintain a permanent IPsec tunnel to the hub(S) designated for this VPN.

**"Indicative Delivery Date"** means an estimated delivery date provided to the Customer by BT after the Customer has signed the Order.

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“**Internet**” means the global data network comprising interconnected networks using the TCP/IP protocol suite).

“**Internet Access**” means the media that allows connectivity from Managed Router(s) to the public Internet

“**IP**” means internet protocol, a network layer protocol offering a connection-less Internet network service.

“**IPSec**” means IP security; it is a standards-based framework that provides layer 3 services for confidentiality, privacy, data integrity, authentication and replay prevention.

“**IPSec Tunnel(s)**” means a communication path between two end points. Parameters for encryption and authentication are negotiated according to the IPSec framework. IPSec Tunnels can be either static or dynamic.

“**LAN**” means Local Area Network comprising the Customer’s internal data network

“**Severity 1 Incident**” means an incident that has a severe impact on the Customer’s Service which cannot be circumvented.

“**Simple Service Requests or SSR’s**” means a Customer request for predefined changes to the Service (also referred to as SMACs or Soft Moves Adds Changes) that do not affect the recurring Charges for the Service, although there are Charges associated with the SSR itself.

“**Spoke(s)**” usually means a Customer branch, any other Customer Site that is not a Hub. Spokes maintain permanent IPSec tunnel to Hubs.

“**Simple Network Management Protocol or SNMP**” means the protocol governing network management and the monitoring of network devices and their functions.

“**Virtual Private Network or VPN**” means a network constructed within the Internet or on a service provider’s shared network platform including systems that use encryption and other security mechanisms to ensure confidentiality, privacy, integrity and authentication of the Customer’s data.

## **2 Service Description**

### **2.1 Overview**

BT IP Connect Web-VPN Service, (“the Service”), is a flexible, managed IP VPN service enabling organisations to build corporate VPNs across globally dispersed sites, to transfer information securely across the public Internet using encryption technology. The Service establishes encrypted point to point IPSec Tunnels between Hub and Spoke, and dynamic IPSec Tunnels between Spokes.

The Service comprises Internet Access (either CPA or APA) and a Managed Router (as further described in section 2.2.2 below). Traffic prioritisation, split tunnelling and proactive monitoring are available as an option. The different options are described further below.

### **2.2 Service Components**

#### **2.2.1 Internet Access**

The Service uses Internet Access and is technology agnostic as long as it is Ethernet interface with RJ-45 10BASE-T 10Mb over twisted pair or 100BASE-TX Fast Ethernet 100Mb over twisted pair delivered with either static IP addressing or dynamically assigned addresses using dynamic hosting configuration protocol. Hub Sites will always need static IP address.

From the Managed Routers, dynamic IPSec Tunnels are then created using Dynamic Multipoint VPN, a virtual private network which enables encrypted point to point tunnels between Hub and Spoke, and dynamic IPSec Tunnels between Spokes Sites though the public Internet accesses at the Spoke Sites.

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The Customer may either provide its own broadband, called CPA, or BT may provide the broadband, called APA. For CPA, the Customer must provide an Internet Service Provider (ISP) supplied modem at its own expense.

Throughput on any given Internet Access speed could be limited due to the number of dynamic IPsec Tunnels and the Managed Router model used.

## **2.2.2 Managed Router**

A Managed Router is necessary at the Customer's Site for encrypting the IP data and routing traffic from Customer's LAN at one Site to the Customer's LAN at another Site via the VPN built across the public Internet.

BT will provide Managed Routers, which BT shall install and manage (including maintenance, monitoring, configuration and commissioning). Ownership of the Managed Router will not pass to the Customer and the provisions of the General Terms and Conditions that relate to BT Equipment shall apply to the Managed Router. Simple Service Requests and proactive monitoring can also be provided as set out in sections 2.3.4, and 2.6. A number of maintenance service options are available, which may vary from country to country. The maintenance service option, which applies to Severity 1 Incidents only, must be stated on the Order for each Site.

## **2.2.3 Router Configuration and Commissioning**

The Managed Routers will be configured and installed (both hardware and software) to deliver connectivity for the Customer's traffic across the Service.

BT will perform network commissioning and acceptance testing up to Layer 3 of the Open Systems Interconnection (OSI) reference model. See Section 3.2 for delivery details.

## **2.2.4 Service management**

The Service can be provided with either of the following service management options:

- (i) Basic service management: reactive monitoring and traffic offloading; or
- (ii) Enhanced performance service management: in addition to the basic service management, when any combination of options (traffic prioritisation, pro-active monitoring) that improve operational performance is required as further described in section 2.3 below;

and the following additional feature:

- (iii) Split tunnelling (both IBO and/or iLAN) as further described in section 2.4 below.

## **2.3 Service management details**

### **2.3.1 Multiple VPN (mVPN) – can be ordered as part of the basic service management and/or enhanced performance service management**

A single VPN is always configured for Customer traffic. Second and further VPNs are an option. Multiple VPN (mVPN), enables the Customer to define more than one (1) VPN within its network and connect Sites to a number of VPNs. The Customer can partition routing and traffic between Sites securely right up to the LAN port. Each Site can be a member of some or all of these VPNs allowing Communities of Interest (COINs) to be set up. BT will not provide any connectivity between the VPNs.

Management connectivity is separated from Customer traffic and uses a specific encrypted tunnel interface.

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## **2.3.2 Traffic offloading when the Service is used in resiliency solution to BT IPCG – available with the basic service management option**

Traffic offloading is an optional functionality that is available when the Service is used as secondary Access Line in a resiliency solution of a primary BT IPCG Access Line.

The Service and BT IPCG Access Lines MUST be provisioned on the same Site and connected together by the Customer LAN. LAN connectivity is Customer's responsibility.

The BT IPCG Managed Router and the Managed Router will be configured to use the same resilience scheme used by BT IPCG.

Traffic offloading allows the Customer to specify traffic that is deemed low priority and rather than transmitting this traffic to a remote Site through BT IPCG have it offloaded onto the Service, and transmitted through an IPsec Tunnel via the Internet.

Non-offloaded VPN traffic will re-routed to the Managed Router only if the BT IPCG Access Line fails, the offloaded traffic will not re-route back to BT IPCG if there is a failure on the Service.

## **2.3.3 Traffic prioritisation – only available with the enhanced performance service management option**

The traffic prioritisation feature allows the Managed Router to classify traffic from the Customer and define priorities to each traffic class which will be applied on the egress onto the Service access. The traffic will be sent out from the Managed Router onto the Service access in the given priority.

If there are multiple VPNs configured on the Managed Router, then traffic classification will be applied to each VPN separately, and different traffic classifications can be used for each VPN. On egress (towards the Internet) all VPNs share a single service policy. Egress bandwidth cannot be allocated on a per VPN basis.

The IBO, split tunnel and iLAN traffic will be subject to the QOS policy, iLAN defaults into the best effort class (lowest priority with highest discard probability).

Traffic prioritization is only available in the egress direction. Ingress prioritization is not possible due to the Internet based nature of the Service.

Traffic prioritisation can be applied to the Hub Managed Router as well as the Spoke Managed Router

## **2.3.4 Proactive Monitoring – only available with the enhanced performance service management option**

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

## **2.4 Additional Feature - Split Tunnelling – an option with either the basic service management or the enhanced performance service management**

Split tunnelling allows the Customer to use the Service to simultaneously send their data securely through the IPsec Tunnels as well as access the Internet for web browsing and other Internet usage. Both types of traffic are sent via the same Internet Access.

The split tunnelling feature includes two (2) related capabilities:

- (a) Internet breakout (IBO) – Internet breakout will provide a way for the Customer to give restricted access to the Internet from the VPN Site via the Managed Router. The Internet traffic is presented on the Customer LAN port, and the Managed Router will route the Internet traffic onto the Internet Access without encryption so that the Internet traffic does not traverse the IPsec Tunnel; and

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- (b) Internet LAN (iLAN) – iLAN provides an additional port with unrestricted Internet access. The iLAN is typically used for a guest LAN or WiFi access to the Internet. There will be no access to the VPN from the iLAN port. iLAN allows the Customer to provide Internet access without the cost of additional hardware.

Both features provide security against intrusion from the Internet via a zone based firewall.

## **2.5 Other Service Options**

### **2.5.1 Resilient Access – (Managed Routers are mandatory)**

The Service may be used as a backup to BT IPCG even though there is no backup or failover for the Service itself. As a backup to BT IPCG the Service is never the primary in dual service situations.

BT does not proactively monitor the Service unless the proactive monitoring option set out in section 2.3.4 is requested by the Customer and set out in the Order. If the secondary speed ordered is less than the primary access speed, then the Customer may experience degraded Service quality during a Service failure of the primary access.

When the Service is used as failover it allows an IPSec Tunnel to be created from the Customer Site, over the Internet, to another Customer Site or data centre, thus bypassing BT IPCG entirely.

When used in this way, traffic will route over the Service only if the destination is unreachable via the primary BT IPCG Access Line.

All BT IPCG traffic can failover to the Service Internet Access (using hot standby routing protocol), however should the Service Internet Access fail, traffic cannot fall back to BT IPCG.

This set up will use separate Managed Routers – one for the Service and one for BT IPCG.

The Service and the BT IPCG Access Line and Managed Routers MUST be provisioned on the same Site and connected together by the Customer LAN. It is the Customer's responsibility to ensure both Managed Routers are connected to the same Customer LAN for this solution to work.

### **2.5.2 SNMP management feed**

This Service option provides read-only Simple Network Management Protocol (SNMP) access to the Customer to any Managed Router location. The Customer is responsible for providing its own SNMP management tools. SNMP connectivity will be provided between the Managed Routers and up to two (2) hosts within the Customer LAN.

### **2.5.3 Firewall logging**

BT does not capture the Managed Router firewall logs. Firewall Logging is an option for the Customer to receive firewall logs from the Managed Router on their own server. The Customer will be responsible for setting up their server and the Managed Router will send the logs to the given servers IP address.

## **2.6 Simple Service Requests**

2.6.1 The Customer will request and manage its SSRs online via the GS portal as follows:

[https://www.globalservices.bt.com/uk/en/my\\_account](https://www.globalservices.bt.com/uk/en/my_account)

2.6.2 In respect of any SSR and if necessary, BT will be responsible for network design and will ensure that any proposed reconfigurations of Managed Routers do not conflict with the Customer's existing network. If any network changes are required they will be made at the same time. If the network changes require changes to the Internet Access, then Internet Access reconfiguration Charges will apply.

2.6.3 BT will archive Managed Router configuration files and restore configurations if a Managed Router fails. BT will store copies of the three (3) most recent configurations for each Managed Router for the life time of the Managed Router.

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## **3 Service Delivery**

- 3.1 On the Order for any Site, the Customer may request a delivery date. After the Customer has signed the Order BT will provide an indicative delivery date and (where applicable) BT will then conduct a Site survey. If the Site survey reveals issues which affect the Order (including Charges and conditions) BT reserves the right to provide a new quotation. If the Customer accepts the new quotation then the existing Order will be cancelled, a new Order will be generated on the basis of the new quotation. If the Customer does not accept the new quotation then the existing Order will be cancelled, BT will not provide Service and the Customer agrees that BT shall not be liable in these circumstances.
- 3.2 At delivery, BT will configure the Managed Router and the Internet Access, so that traffic can be transmitted from one Site to another, and conduct a set of standard tests to ping the Managed Router. The Operational Service Date occurs on successful completion of the tests.
- 3.3 For the purposes of section 3.2 above, the Customer may wish to migrate its traffic after BT has conducted its standard tests. In these circumstances the Operational Service Date occurs when BT has successfully completed its standard tests. BT can assist with traffic migration after the Operational Service Date subject to an additional Charge.

## **4 BT Service Management Boundary (SMB)**

- 4.1 For Service with Internet Access delivered by BT (APA), the SMB is the LAN port on the Managed Router. This includes provision, maintenance and management of all elements up to the SMB. The cable which connects to the Customer Equipment is the responsibility of the Customer.
- 4.2 For Service with Internet Access not delivered by BT (CPA), the SMB is as stated in section 4.1 above for the Managed Router. Internet Access repair is the Customer's responsibility.

## **5 The Customer's Responsibilities**

- 5.1 The Customer must not use the Service with APA to make or receive PSTN calls.
- 5.2 The Customer must not make changes to the line or any telephony service on the line, without BT's prior written agreement. Any costs incurred by BT for such changes will be charged by BT to the Customer.
- 5.3 The Customer is responsible for providing all service items (e.g. internal cabling) from the Internet Access demarcation point to the Managed Routers.
- 5.4 CPA must be installed and working before placing an Order for the Service. If it is not the Customer agrees to pay all Charges from the Operational Service Date. The Customer also agrees to pay all BT's costs (including applicable Charges) if the Service is delivered and it is subsequently found that suitable CPA has not been provided.
- 5.5 If the CPA is provided on the basis of 'up to' a certain speed, the Customer acknowledges and agrees that it may not receive the full speed, and that for the Service to work it must order an access speed significantly higher than the required Service throughput; it is the Customer's responsibility to ensure that the CPA meets these requirements. The Customer acknowledges and agrees that BT will not be liable for Service failure, and the Service Levels will not apply.
- 5.6 The Customer is responsible for providing an RJ45 connector plus a patch cable on the LAN side long enough to reach the Managed Router (crossover if connecting to another router; straight through if connecting to a switch).
- 5.7 The Customer is responsible for providing a power source to local electrical specifications for the Managed Router (via UPS recommended).
- 5.8 The Customer shall provide all reasonable assistance and co-operation to BT Engineers when such engineers are working at the Site.

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- 5.9 The Customer must configure the Customer Equipment's software to provide and test end to end connectivity and to connect the Customer Equipment to the Customer's LAN.
- 5.10 The Customer will be required as part of the data capture exercise to provide BT with relevant information to enable BT to provide the service.
- 5.11 In addition to the provisions of the Agreement, the Customer agrees that it is responsible for, and will ensure that it complies with, all applicable licensing and regulatory requirements for use of the Service including but not limited to the local law and regulations that apply to the export and re-export of any encryption software or devices. BT reserves the right to require the Customer to produce proof of compliance with such licensing and regulatory requirements before Service delivery. If the Customer cannot produce such proof to BT's satisfaction, BT reserves the right to suspend Service delivery or cancel the Order. If BT cancels the Order the provisions of Clause 5 (Cancellation) of the General Terms and Conditions shall apply. The Customer is responsible for obtaining any local import and user licenses and the written authority from all respective authorities necessary
- 5.12 The Customer acknowledges and agrees that Internet Access is provided by BT's local suppliers that are responsible for ensuring they have the necessary permits to provide Internet Access. If the Customer uses the split tunnelling feature (Internet breakout or iLAN) so that the Customer can itself provide Internet Access, then the Customer will comply with applicable laws and regulations regarding the provision of Internet Access to Users.

### **6 Charges**

- 6.1 The Charges for the Service will comprise some or all of the following components, depending on the option selected on the Order:

<b>Pricing Element</b>	<b>One-time Charge</b>	<b>Recurring Charge</b>	<b>Notes</b>
<b>Internet Access</b>	Install/De-install	Monthly	N/A in case of CPA
<b>Managed Router</b>	Install/De-install	Monthly	Charges will be based on the equipment, maintenance and management options ordered.
<b>Service Management Option</b>			
Basic service management	Install/De-install	Monthly	Applies when the basic service management option is required (reactive monitoring and traffic offloading with no enhanced performance capabilities).
Enhanced performance service management	Install/De-install	Monthly	Applies when the Customer needs any combination of options that improves operational performance: <ul style="list-style-type: none"> <li>• traffic prioritisation,</li> <li>• proactive monitoring</li> </ul>
<b>Additional Features</b>			
Split Tunnelling	Install/De-install	Monthly	Includes Internet breakout (IBO) and/or Internet LAN (iLAN).
<b>Other Service</b>			

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Options			
SNMP Management Feed	Install/De-install	N/A	Charge is on a per site and feed basis.
Multiple VPN	Install/De-install	Monthly	Charge is per VPN for second and subsequent VPNs).
Firewall Logging	Install/De-install	N/A	Charge is on a per Site basis. Charges are included if this option is ordered as part of initial Service Order for a Site. If ordered after the Service is delivered to the Site, an extra Charge will apply via a Simple Service Request
Simple Service Requests	Install/De-install	Monthly charge	Managed Routers only – Charges are based on a one-time Charge and/or monthly recurring Charge. See Simple Service Request Annex to the General Service Schedule.
<b>Miscellaneous</b>			Per request. See Section 6.2 for examples with definitions and charge structure applicable.
<b>Re-configuration</b>	Install/De-install	Monthly	Per element re-configured. See section 6.3 below for details.

### 6.2 Miscellaneous Charges

#### 6.2.1 Customer Domain Incident

6.2.1.1 In addition to the provisions of section 5.4 of the General Service Schedule, BT reserves the right to charge the Customer in accordance with section 6.2.1.2 below for investigating an incident where BT's diagnostics indicate that the reason for the incident is a Customer Domain Incident.

6.2.1.2 BT reserves the right to charge the Customer the components set out in the table below. Charges will be raised in the relevant contract currency using the prevailing rate of exchange.

Charge Category	Charge Component
Standard Helpdesk Support	per incident
Consultancy Helpdesk Support	per hour
Field Engineering (BT Engineers)	Per visit to a Site and varies per country
Field Engineering (3 <sup>rd</sup> Party Engineers)	Per visit to a Site and varies per country



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## 6.2.2 In-flight Order Changes

In-flight Order changes are defined as any change made to a confirmed Order received by BT. Changes are permitted through the lifecycle of the Order but Charges will be levied which are respective of both the type of change being requested and the point in the order cycle at which the change request is made. Some changes will be simple to handle and incur minimal Charges, whilst others may require BT to cancel the original Order and re-issue a new Order which may involve cessation and re-installation Charges being raised. All third party incurred costs will be passed on to the Customer by BT.

Full Charges for in-flight Order changes will be applied irrespective of whether the original Order had a zero installation Charge.

The following table outlines the type of change request that can be made and the charging structure for each:-

Type of Change	BT Charge Rules	Third Party Supplier Charge Rules
Simple administrative change to Order details which is not service effecting	A one off administration Charge will be applied	Any third party supplier charges will be passed through to the Customer
Change to Access bandwidth	A one off Charge will be applied if this change can be made on the original Order commensurate with the level of re-work required to accommodate the request and the point in the BT order cycle at which the change is requested. Should the change request require a new Order to be raised a de-installation Charge will be applied and the full installation Charge will be applied to the replacement Order	Any third party supplier charges will be passed through to the Customer. Should provision be underway this may include cancellation, de-installation and re-provision charges
Change to logical bandwidth	A one off Charge will be applied commensurate with the level of re-work required to accommodate the request and the point in the BT order cycle at which the change is requested.	Any third party supplier charges will be passed through to the Customer
Change of the CPE	A one off Charge will be applied if this change can be done on the original Order commensurate with the level of re-work required to accommodate the request and the point in the BT order cycle at which the change is requested. Should the change request require a new Order to be raised a de-installation Charge will be applied and the full installation Charge will be applied to the replacement Order	Any third party supplier charges will be passed through to the Customer. Should provision be underway this may include cancellation, de-installation and re-provision charges
Change to CPE Configuration (e.g. changes to IP Addressing, routing, etc....)	A one off change fee will be applied commensurate with the level of re-work required to accommodate the request and the point in the BT order cycle at which the change is requested.	Not applicable
Change to Network Configuration (e.g. changes to VPN connections)	A one off Charge will be applied commensurate with the level of re-work	Not applicable

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	required to accommodate the request and the point in the BT order cycle at which the change is requested.	
Change of installation site	A one off Charge will be applied if this change can be made on the original Order commensurate with the level of re-work required to accommodate the request and the point in the BT order cycle at which the change is requested. Should the change request require a new Order to be raised a de-installation Charge will be applied and the full installation Charge will be applied to the replacement Order	Any third party supplier charges will be passed through to the Customer. Should provision be underway this may include cancellation, de-installation and re-provision charges.
Customer required date change	A one off Charge will be applied	Any third party supplier charges will be passed through to the Customer. In addition, should such third party suppliers have installed and commenced billing for Internet Access & Managed Router, these charges will be billed immediately.
Cancelled Order	Charge is calculated as detailed below- <ul style="list-style-type: none"> <li>Cancelled within first seven (7) days after date of signature of Order: Internet Access installation Charges will be payable by the Customer</li> <li>Cancelled after first seven (7) Days of date of signature of Order and before the indicative delivery date – three (3) weeks Internet Access installation Charges plus three (3) months rental will be payable by the Customer</li> <li>Cancelled after the indicative delivery date – three (3) Weeks Internet Access installation Charges plus twelve (12) months rental will be payable by the Customer</li> </ul>	Any third party supplier charges will be passed through to the Customer.
Any other Customer induced delay/change	A one off Charge will be applied (e.g. if CPA not in place or has a defect) on date of mutual agreed installation.	Not applicable

### 6.2.3 Exceptional charges:

#### 6.2.3.1 Excess constructions charges (Access Line):

When an Order is sent to the third party Access Line supplier, and it may require civil works to be carried out to enable delivery. BT will pass through any additional Charges from such third Party supplier to the Customer.

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## **6.2.3.2 Additional Site visit charges:**

When there is no access to Site despite agreement of date and time of visit with the Customer BT will charge for each failed Site visit.

## **6.2.3.3 Out of Business Hours Support:**

BT will charge for additional work outside of contracted Business Hours. The following are examples of such work:

- (i) Any on-site installation or modification carried out outside of contracted Business Hours at a Site
- (ii) Any remote configuration work carried out outside contracted Business Hours for a Managed Router
- (iii) Any repair for Access Line and/or Managed Router requested outside contracted Business Hours

## **6.2.3.4 Expedite:**

BT will charge the Customer for any associated costs incurred to meet a request by the Customer for early installation and/or faster fault resolution compared to standard Service Level.

## **6.3 Re-configuration Charges**

All reconfiguration changes must be documented in an Order

- 6.3.1 Changes to the Internet Access speed will be treated as a de-installation and re-provide and will therefore incur a one-off de-installation Charge for existing access in addition to the installation and recurring Charges for new access.
- 6.3.2 Changes to the Internet Access where there is a change to move from an existing location to a new location, will incur a de-installation Charge, new installation Charge and the recurring Charge will remain unchanged if the same Internet Access is used. Any third party costs associated with the ceasing of the Internet Access at the existing location will also be passed on to the Customer.
- 6.3.3 Changes to existing Managed Routers will incur installation Charges for hardware upgrade or change in location and de-installation Charges for replaced or re-located hardware.
- 6.3.4 Change from one Managed Router to another Managed Router requested by the Customer will attract new installation and recurring Charge.

### **6.3.5 Exceptions**

Relocation to a different address does not count as a reconfiguration. A de-installation Charge for all items at the old address is applied, and an installation Charge for the items at the new address is also payable.

If the Customer requests any work on the Internet Access (for instance re-routing the Internet Access or providing it over a different bearer), the Internet Access third party Telco charges will be payable by the Customer and any new service term will apply as set out in an Order.

## **6.4 Additional Charges**

- 6.4.1 If the Customer fails to carry out any of the Customer responsibilities set out in section 5 above or as set out in the General Terms and Conditions and/or the General Service Schedule, in addition to any other rights or remedies BT has, BT reserves the right to charge the Customer any additional costs that BT incurs as a result of such failure.
- 6.4.2 Notwithstanding section 2.1 of the GSS, BT can change the Charges for APA after the Minimum Period of Service and on each subsequent anniversary. BT will give the Customer at least two (2) months' notice of such changes.

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The Customer may, within fourteen (14) days of receiving notice from BT that Charges for APA will increase by more than 15%, end the Agreement by giving BT not less than 30 days' notice. The Customer shall not be required to pay the increased Charges for APA but shall be liable for cancellation Charges of one month's recurring Charges.

- 6.4.3 A new Minimum Period of Service will apply for upgrades. In addition to installation Charges for upgrades, de-installation charges may apply for upgrades requiring changes in Equipment, or Internet Access supplier.
- 6.4.4 For APA there are a small number of locations where excess usage Charges may apply. BT will charge the Customer an excess download Charge if the Customer's use of the Service exceeds the suppliers download limits. This Charge will be applied every two (2) months, in arrears.
- 6.4.5 In the event that BT needs to upgrade Software for operational purposes or to correct a fault, then there will be no Charge for such Software upgrade to a BT Managed Router. If the Software upgrade also requires a hardware upgrade, such as additional memory, then the Customer will be charged for the hardware upgrade at the then-current Managed Router Charges.

### **7 Service Levels**

- 7.1 For Service with APA, the Availability and restore Time Service Levels and Service Credits set out in section 7 of the General Service Schedule shall apply to the elements of the Service within this SMB.
- 7.2 The Delivery Service Level set out in section 7.1 of the General Service Schedule shall not apply as only indicative delivery targets apply to the Service.
- 7.3 For Service with CPA, no Service Levels or Service Credits are applicable.
- 7.4 The specific Service Levels for the Customer's Service will be set out in the Order.
- 7.5 If a dynamic IP address is used, the Service Levels will not apply to any Downtime resulting from a refresh of the dynamic IP address.
- 7.6 Internet browsing from the Managed Router other than via the Service split tunnelling feature will impair the Service. In these circumstances BT will not be liable for any failure in the Service and the Service Levels will not apply.