

FIXED SERVICE SCHEDULE – DIGITAL LINK ETHERNET SERVICE

The following additional terms and conditions apply to the provision of the Digital Link Ethernet Service.

1 DEFINITIONS

In this Service Schedule, in addition to those terms defined in the General Conditions and the Fixed Terms, the following terms and expressions apply:

TERM / EXPRESSION	MEANING
“Demarcation Point”	means the point up to and including Equipment at the Site, which is the physical Ethernet interface on the Customer side of the NTE provided by O2. The physical Ethernet interface will be provided in accordance with SIN360 available at www.sinet.bt.com ;
“Digital Link Ethernet Service”	means the service described in paragraph 3;
“Digital Link Ethernet User Guide”	means the user guide for the Digital Link MB Service, as amended by O2 from time to time, available to the Customer on request;
“Ethernet”	means LAN technology as specified in standard IEEE 802.3;
“Etherway Access”	means a dedicated circuit from the Site connecting to the nearest PoP capable of supporting the Digital Link Ethernet Service;
“Etherway Copper”	means an Etherway Access option employing Openreach Metallic Path Facility inputs;
“Etherflow Connected”	means the end-to-end logical circuit that facilitates Ethernet traffic over the Network from one Site to another Site;
Etherway Superfast GEA	an Etherway Access option employing Openreach Fibre to the Cabinet (FTTC) and Fibre to the Premise (FTTP) inputs.
“NTE”	means the point where the Customer’s wiring equipment or existing data service is connected to the Network; and
“PoP”	means the equipment within the Network connected by a dedicated circuit from the Site.

2 FIXED SERVICE

The Digital Link Ethernet Service is a “Fixed Service” and the Fixed Terms will apply to this Service.

3 THE DIGITAL LINK ETHERNET SERVICE

3.1 The Digital Link Ethernet Service is a point-to-point, point-to-multipoint or fully meshed Ethernet service, which is described further in the Digital Link Ethernet User Guide. The Digital Link Ethernet Service is comprised of:

- a) Etherway Access;
- b) Etherflow Connected; and
- c) provisioning, maintenance and management of all elements up to the Demarcation Point.

4 AVAILABILITY

- 4.1 O2 reserves the right to not provide the Digital Link Ethernet Service to any Site for any reason, which includes (but is not limited to) the distance between the PoP and the Site.
- 4.2 O2 will configure the Digital Link Ethernet Service and will conduct a set of standard commissioning tests to ensure that the configuration of the Digital Link Ethernet Service is functioning correctly. The Service Commencement Date for the Digital Link Ethernet Service occurs on successful completion of the tests.

- 4.3 If during Etherway Copper commissioning it is found that, despite O2's reasonable endeavours, it is not possible to meet the agreed bandwidth performance, at the price agreed with the Customer, the order may be terminated by either party without any Charge to the Customer.

5 PROVISION OF DIGITAL LINK ETHERNET SERVICE

- 5.1 Etherway Access shall be ordered with Etherflow Connected.
- 5.2 Resilience may be provided on Etherway Access where requested by the Customer and agreed by O2.
- 5.3 The bandwidth of a Etherflow Connected may be altered as follows:
- a) upgraded once a month; and
 - b) downgraded once in any 12 month period.
- 5.4 If the Customer requests an additional Etherflow Connected in accordance with clause 8 of the General Conditions in relation to two Etherway Accesses and an Etherflow Connected, a minimum period of one month shall apply to such additional Etherflow Connected.

6 NON-STANDARD CONSTRUCTION CHARGES

O2 may identify additional Charges for resources (including equipment) required to provide the Digital Link Ethernet Service to a Site that exceeds the level of resources normally required to provide the Digital Link Ethernet Service to a Site during the provision of the Digital Link Ethernet Service post 23 Working Days from the date of O2's acceptance of the order for the Service, although this is rare, it may occur due to unforeseen circumstances. For example, if a new service pipe or building entry is needed this is a valid reason for the additional construction Charges. O2 will contact the Customer for acceptance of the additional construction Charges. The job will not proceed without Customer authorisation.

7 SITE VISIT

The Customer must agree an appointment for installation at a Site with O2 within 14 days of O2 notifying the Customer of O2's preferred installation date. Where the Customer does not comply with this clause, O2 will revert to O2's preferred installation date at the Site, unless the Parties agree a new Target Delivery Date.

8 FAULT RESPONSE

The default fault response option for the Digital Link Ethernet Service is Anytime.

9 SERVICE LEVELS

See Appendix One

APPENDIX ONE

DIGITAL LINK ETHERNET SERVICE – SERVICE LEVELS

1 GENERAL

- 1.1 If a Service Level contained in this Appendix is consistently not being achieved, O2 will work with its suppliers to develop a corrective action plan and shall keep the Customer informed on a regular basis of all relevant developments concerning implementation of the corrective action plan.
- 1.2 In addition to the provisions set out in the Fixed Terms, O2 will not be liable for any failure to meet a Service Level if:
- a) a fault is not reported in accordance with the fault reporting provisions as required by O2;
 - b) the default giving rise to compensation entitlement is not notified in accordance the Agreement or as otherwise required by O2;
 - c) the Customer fails to reasonably respond to a reasonable query raised by O2 in relation to the Digital Link Ethernet Service where such failure materially contributes to the failure by O2; or
 - d) the Customer has failed to implement any reasonable and clear instructions issued by O2 in relation to the Digital Link Ethernet Service.

2 SERVICE LEVELS - TARGETS

- 2.1 O2 will aim to:
- a) notify the Customer within:
 - i) 2 Working Days after the day a correctly completed Digital Link Ethernet Service order is received that O2 has received the order;
 - ii) 12 Working Days after the day a correctly completed Digital Link Ethernet Service order is received whether the request service can be provided, if any additional Charges will be payable by the Customer; and
 - iii) 23 Working Days after the day a correctly completed Digital Link Ethernet Service order is received of the amount of additional Charges payable (if any), the Service Commencement Date and O2's preferred installation date for the Service; and
 - b) terminate an individual Digital Link Ethernet Service on the date requested by the Customer provided the Customer gives O2 no less than 30 Working Days' notice.

3 SERVICE LEVELS - COMPENSATION

Provision

- 3.1 If O2 does not activate the Digital Link Ethernet Service by midnight on the Service Commencement Date, O2 will pay or allow the Customer the compensation entitlement for the relevant Service in accordance with the following table:

Number of Working Days activation is beyond Service Commencement Date	Compensation Entitlement Discount on the connection charge for the Digital Link Ethernet Service
1-10	5%
11-15	10%
16-20	15%
More than 20	20%

Repair

- 3.2 O2 will:
- a) make the repair service for the Digital Link Ethernet Service available 24 hours a day, 7 days a week including Bank and Public Holidays;

- b) respond within 4 hours of receipt of a fault report, unless agreed otherwise in writing by the parties;
 - c) clear a reported fault with an individual component of the Digital Link Ethernet Service within 5 hours or 7 hours for an Etherway Copper fault; or Superfast GEA fault; and
 - d) contact the Customer to report the progress being made to restore the Digital Link Ethernet Service if the Digital Link Ethernet Service is not restored in accordance with this sub-clause.
- 3.3 A fault will be considered to have been closed by O2 if it has been cleared by O2 and this has been confirmed by O2 to the Customer.
- 3.4 If during the initial 12 months from the Service Commencement Date:
- a) O2 does not comply with paragraph 3.2; and
 - b) the reported fault causes ‘total loss of service’ (i.e. no transmission of signals in one or both directions) for more than 5 hours or more than 7 hours for Etherway Copper *and Etherway Superfast GEA* after it has been reported to O2;

O2 will pay or allow the Customer the compensation entitlement for the Digital Link Ethernet Service in accordance with the following table:

Number of faults per 12 months from the applicable Service Commencement Date for the Digital Link Ethernet Service	Discount on rental charge for the affected Digital Link Ethernet Service component
1-3	10%
4	25%
5	50%
6 or more	100%

- 3.5 Where the Agreement or a Digital Link Ethernet Service is terminated during the first 12 months from a Service Commencement Date for the Digital Link Ethernet Service, no compensation entitlements will be payable for that 12 month period.
- 3.6 Compensation entitlements payable under this Appendix shall only be allowed and payable if the Customer places orders and reports faults in accordance with this Agreement.
- 3.7 Subject to the terms of this Appendix, any compensation entitlements payable will be as follows and will be credited to:
- a) for late provision (paragraph 3.1), the Customer’s next invoice following the late activation; or
 - b) for fault repair (paragraph 3.4), the Customer’s next invoice following the relevant initial 12 months following the applicable Service Commencement Date.
- 3.8 If the Customer disputes any compensation entitlement calculated by O2, then the Customer shall use reasonable endeavours to notify O2 by the 15th day of the calendar month and in any event by the 30th day following the initial 12 months following the applicable Service Commencement Date or late provision, provided always that O2 provides a report on the compensation entitlement by the 3rd day in the calendar month following the initial 12 months following the applicable Service Commencement Date.