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## FIXED SERVICE SCHEDULE – HIGH SPEED INTERNET SERVICE

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The following additional terms and conditions apply to the provision of the High Speed Internet 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
“Bearer Upgrade”	means an increase in the speed of the service that requires the supply of a new bearer circuit
“Domain Name”	means a name registered with an Internet registration authority for use as part of the Customer’s URL;
“High Speed Internet Service”	means the service described paragraph 3;
“High Speed Internet User Guide”	means the user guide for the High Speed Internet Service, as amended by O2 from time to time, available to the Customer on request;
“Latency”	means the round-trip transmission time between defined points in the Network;
“NTE”	means the point where the Customer’s wiring or existing data service is connected to the Network;
“Outage”	means any failure of the High Speed Internet Service via an individual access method causing continuous total loss of the ability to transmit IP packets;
“Outage Period”	means the total number of hours in a calendar month where there has been an Outage;
“PoP”	means the equipment within the Network connected by a dedicated circuit from the Site; and
“URL”	means a uniform resource locator, which is the full address for a website on the world wide web.

### 2 FIXED SERVICE

The High Speed Internet Service is a “Fixed Service” and the Fixed Terms will apply to this Service.

### 3 HIGH SPEED INTERNET SERVICE

- 3.1 The High Speed Internet Service offers a range of data services that allow the Customer to connect to the Internet using a range of access methods at a variety of speeds over the Network, which is described further in the High Speed Internet User Guide.
- 3.2 The access method consists of a direct connection; where the High Speed Internet Service is delivered via digital fixed links and terminated on the NTE at the Site enabling O2 to manage the High Speed Internet Service up to the NTE.
- 3.3 The High Speed Internet Service provides for direct Internet access service as set out in the High Speed Internet User Guide.

### 4 CHARGES

The Customer must notify O2 in writing within two months of the date of O2’s invoice if there is a dispute concerning the application by O2 of this Service Schedule to the Charges shown on the invoice concerned.

## **5 CHANGES TO THE HIGH SPEED INTERNET BEARER SPEED AND/OR SITE MOVE**

- 5.1 In the event of a Site move or a Bearer Upgrade (providing that the Bearer Upgrade at the new Site is (a) supplied by O2; and (b) equivalent to or of a higher value than the current High Speed Internet Service) the Customer shall pay:
- a) any outstanding Rental Charges for the Minimum Period; or
  - b) one year's connection charges if the Site move or Bearer Upgrade occurs during the first year of a 3 or 5 year Minimum Period; and
  - c) Rental Charges for the first 6 months of the Minimum Period.
- 5.2 On request of a site change O2 reserve the right to treat the given connection as a cease and provide. The customer shall be liable to pay off any existing connection and rental charges associated to that circuit to terminate the existing contract before agreeing to new terms on the high speed internet upgrade.

## **6 IP ADDRESS**

The Customer will require a public registered IP address for the High Speed Internet Service. The Customer must ensure that any individual Users have only a single IP address within the Customer's network.

## **7 DOMAIN NAME**

- 7.1 The Customer warrants that it is the owner of, or that it is duly authorised by the owner of, any trademark or name that it wishes to use as its Domain Name and use as part of its URL.
- 7.2 The Customer must not use a Domain Name which infringes the rights of any person in a corresponding trade mark or name.
- 7.3 If O2 offers to undertake Domain Name registration on behalf of the Customer, the Customer must reimburse O2 for any registration fees paid by O2 to the Internet registration authorities and will pay any subsequent registration and all rental fees directly to the relevant Internet authorities.
- 7.4 O2 cannot ensure that any requested Domain Name will be available from or approved for use by the Internet Authorities and O2 has no liability for any failure in the Domain Name registration, transfer or renewal process.
- 7.5 O2 reserves the right to require the Customer to select a replacement Domain Name and may either refuse to provide or may suspend the High Speed Internet Service if, in O2's opinion, there are reasonable grounds for O2 to believe that the Domain Name is, or is likely to be, offensive, abusive, defamatory, obscene or which infringes the rights of any person in a corresponding trademark or name.

## **8 LAN ACCESS**

- 8.1 If the Customer accesses the High Speed Internet Service via a LAN, the Customer must:
- a) provide and maintain a suitable LAN and Internet protocol ("IP") router capable of interfacing satisfactorily with the High Speed Internet Service as detailed on [www.sinet.bt.com](http://www.sinet.bt.com);
  - b) configure the IP router; and
  - c) appoint their own system administrators.
- 8.2 Where IP addresses are allocated to the Customer, these are for use in connection only with the High Speed Internet Service and all rights in those IP addresses belong to O2 or its licensors. The Customer shall not sell them or agree to transfer them to anyone else and must not try to do so. If this Agreement or this Service is terminated for any reason the IP addresses will revert to O2 or its licensors.

## **9 FAULT RESPONSE**

The default fault response care option for the High Speed Internet Service is Anytime.

## 10 SERVICE LEVELS – TARGETS

### Outage response

- 10.1 The response time for clearing a given fault disrupting the high speed internet service is 5 hours for a leased line Ethernet circuit and 7 hours for an EFM circuit. This is measured from the point it is raised directly to O2.

### Installation

- 10.2 O2 will aim to install the High Speed Internet Service by the Target Delivery Date. If the Customer requests a change to the specification of the High Speed Internet Service before provision is complete, the date by which O2 agrees to provide the High Speed Internet Service to the new specification will become the Target Delivery Date.
- 10.3 The High Speed Internet Service is installed when O2 provides the following elements of the High Speed Internet Service to the Customer enabling the Customer to use the High Speed Internet Service:
- the NTE, including configuration;
  - the dedicated circuits between the Site and the PoP; and
  - the PoP.

### Service Availability

- 10.4 O2 aims to provide the High Speed Internet Service with a target of 100% availability at all times, subject to the terms of this Agreement.

### Network Latency

- 10.5 O2 agrees to provide the High Speed Internet Service with a Latency commitment subject to the terms of this Agreement.
- 10.6 Latency is determined by O2 and calculated upon the average round-trip transmission measurements taken in 10-minute intervals during a calendar month.
- 10.7 Latency commitment is applicable to the UK Core Network Connection and to the Transatlantic Network Connection. Please see table below for details:

Connection	Distance covered	Average round-trip Transmission time
UK Core Network Connection	Between an O2 selected PoP in the Network and O2 designated routers within the Network in the UK.	20 milliseconds or less
Transatlantic Network Connection	Between an O2 selected PoP in the Network and O2 designated transit routers at each end of the transatlantic link.	95 milliseconds or less

## 11 SERVICE LEVELS – EXEMPTIONS

- 11.1 The Customer acknowledges that only those performance measures produced by or on behalf of O2 will be used for assessing O2's performance against the Service Levels.
- 11.2 The Service Levels in this Service Schedule will not apply where:
- the failure of the High Speed Internet Service is within the first 30 days of a new installation or re-configuration of the existing High Speed Internet Service, or within 30 days of flexing of bandwidth of the existing High Speed Internet Service (where applicable);
  - faults and delays in the delivery of the High Speed Internet Service are not observed or confirmed by O2;

- c) the failure of the High Speed Internet Service is due to a DoS attack; or
- d) the High Speed Internet Service is affected by O2's intervention to protect against a DoS attack.

## **12 SERVICE LEVELS**

### **Service Availability**

- 12.1 If there is an Outage, based on data produced by or on behalf of O2, the Customer's sole remedy is that O2 will apply a reduction to the Customer's rental Charge for the High Speed Internet Service as follows, provided the Customer reports the Outage
- a) the Outage Period will be credited at the value of 1 days rent for every hour the service is down. For the purpose of calculating the Outage Period, a fraction of one hour will be rounded-up to the nearest hour;
  - b) where the Customer has taken a resilient option and experiences an Outage, O2, in accordance with this paragraph, will apply a reduction to the rental Charges of both the primary and secondary links.
- 12.2 The Customer must report an Outage within two days of becoming aware that it has experienced the Outage.

### **Network Latency**

- 12.3 Based upon its data, if O2 fails to meet the Latency commitment at any time in two consecutive calendar months, O2 will apply a reduction equivalent to one day's rental charge for the High Speed Internet Service.