

BT PPC STANDARD HANDOVER AGREEMENT

ANNEX C

SCHEDULE 01

CSH Link

1. Definitions

1.1 In this Schedule, a reference to a paragraph or Appendix, unless stated otherwise, is to a paragraph or Appendix of this Schedule. Words and expressions have the meaning given in Annex D.

2. Description of Service

2.1 Subject to paragraph 2.2 where the CSH Link is specified as a CSH Link with the CSH Facility Mux option, service shall consist of a CSH Link, as specified by the Operator in its order (available bandwidths are as specified from time to time in the Carrier Price List). CSH Links provided pursuant to this Agreement shall only be used for Partial Private Circuit purposes pursuant to this Agreement.

2.2 If the CSH Link is provided to the Operator by BT pursuant to this Agreement, the Operator will have an option at the time that it places an order, or at a subsequent point in time, to have such CSH Link designated with a CSH Facility Mux available as specified from time to time in the Carrier Price List. Where the CSH Link with CSH Facility Mux option is ordered the Operator shall designate and reserve full STM-1 tributary (VC4) assignments for use by each product type available as required. Individual product types shall be subject to the Terms and Conditions within the appropriate BT Standard Agreement applicable to such product.

2.3 The Point of Handover shall be in an Operator building.

2.4 The Point of Handover shall be established by BT installing its cable at the Operator building at a precise physical location agreed between the Parties.

2.5 The use of single fibre working may be instigated by BT, with the agreement of the Operator, following the relevant survey, where the fibre distance between the BT Serving Node(s) and the customer site, together with the associated transmission line rate and terminal equipment, allow such use of single fibre working.

2.6 Forecasting, provisioning and test procedures are specified in Annex A.

- 2.7 Except where otherwise agreed in writing by both parties, if it is not reasonably practical for BT to provide the service by optical fibre then subject to BT obtaining all necessary consents, planning permissions and other approvals, BT may provide the service by radio as a permanent measure only. Such a service shall be offered to the Operator using FOC. If the Operator does not wish to proceed with a radio provision then the under-commitment provisions of Annex A will not be invoked. BT may make a charge for the costs associated with the provision of radio.
- 2.8 If a service has been provided by radio, BT at its cost, may, at its discretion, provide in substitution a service by optical fibre.
- 2.9 If the substitution of radio by optical fibre, in accordance with paragraph 2.8, is likely to impact upon Customers of the Operator then BT will use all reasonable endeavours to inform the Operator of the nature of the impact and to mitigate the impact of the substitution, including notification of the Planned Engineering Works (PEW) where this is a pre-requisite to the provision of radio.

3. CSH Link Testing

- 3.1 BT shall deliver Capacity on CSH Links tested and Ready for Service. BT shall conduct such tests as it deems appropriate to confirm satisfactory operation of the CSH Links. The Operator shall be responsible for all further testing.
- 3.2 In the event that the Parties fail to agree any test procedure and/or time scale, then either Party may notify the other in writing of a Dispute.
- 3.3 If the Operator requires BT's assistance in testing beyond that contemplated in paragraph 3.1, the Parties shall agree the scope, time-scales and charges for such assistance.

4. Service Level Commitments

- 4.1 BT shall provide CSH Links in accordance with the provisions of this Schedule and subject to Annex E.

5. Migration, Re-Designation, Managed Conversion and Grandfathering

- 5.1 BT shall allow Migration, Re-Designation, Managed Conversion and Grandfathering in accordance with the provisions of Annex F.

6. Charges

- 6.1 The Operator shall pay the charges specified from time to time in the Carrier Price List for each CSH Link (including any Ancillary Charges). The charges shall be payable by the Due Date and shall be calculated from the Ready for Service Date. Rental charges shall be payable annually or quarterly in advance, as agreed.

6.2 BT shall be entitled to charge for any CSH Link independently of whether any associated Third Party Links ordered under Schedule 04 have been delivered, excepting to the extent that BT is in default in the provision of such Third Party Links when charges for the CSH Link may at the Operator's discretion be delayed until such Third Party Links are provided.

7. Term

7.1 The minimum period of service for any CSH Link shall be 12 months commencing on the Ready for Service Date.

7.2 Each additional CSH Link shall be subject to its own minimum period of service of 12 months commencing on the Ready for Service Date.

7.3 **The Operator may terminate any CSH Link by 30 working7 days notice in writing expiring on or after the end of the minimum period of service applicable to the most recent Partial Private Circuit operating over such CSH Link. **The Operator must pay rental until 307 days after the date BT receives the notice or until expiry of the notice, whichever is later.** If the Operator gives notice within the 12 month minimum period the Operator must pay rental or other charges for the remainder of any 12 month minimum period at the rate provided in the Carrier Price List.**