

BT PPC STANDARD HANDOVER AGREEMENT

ANNEX C

SCHEDULE 03

Partial Private Circuits

1. Definitions

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

2. Description of Service

2.1 Subject to the provisions of this Schedule, BT shall provide Partial Private Circuits ordered by the Operator, subject to the Operator having ordered, and BT having supplied, the associated Third Party Link capacity under Schedule 04 and the associated CSH Link or ISH Link Capacity under either Schedule 01 or 02.

2.2 Available bandwidths are as specified from time to time in the Carrier Price List.

2.3 Ordering, provisioning and test procedures are specified in the Manuals.

2.4 Forecasting procedures are as specified in paragraph 3.

2.5 Subject to the provisions of paragraph 3, Partial Private Circuits shall be delivered in accordance with Annex E.

2.6 Partial Private Circuits shall be maintained in accordance with Annex E.

2.7 All Partial Private Circuits provided by BT under the provisions of this Schedule shall attract RegularCare, excepting that EnhancedCare shall apply:

2.7.1 if the Operator has ordered the EnhancedCare option for such circuit, or

2.7.2 in respect of Protected Path Partial Private Circuits.

2.8 Should an Operator choose not to implement Drop and Continue interworking for a Protected Path Partial Private Circuit Variant 2 in accordance with the service description, then it should be noted that this can create occasions whereby co-incident events across the two operators networks can jeopardise the end-to-end service offered by the Operator to the third party customer. Some permutations can result in unexpected loss of service. BT will maintain the service to one or both points of handover. It is the Operator's responsibility to provide a network which

can interface to either point of handover from either leg of their sub network. BT strongly advises that the Operator implement Drop and Continue interworking in accordance with the product service description.

3. Forecast Profile and Advance Order Commitment

3.1 The Operator shall supply BT with the Forecast Profile for Partial Private Circuits broken down by bandwidth product in accordance with paragraph 3.2 and the Manuals.

3.2 The Partial Private Circuits Forecast Profile shall be on a rolling one year basis, and the first three months of each Forecast Profile shall form a firm Advance Order Commitment in accordance with the provisions of this paragraph. The forecast shall be by total bandwidth for the following groupings of bandwidths:

3.2.1 less than 1Mbit/s;

3.2.2 1Mbit/s through to 2Mbit/s;

3.2.3 Over 2Mbit/s through to 45Mbit/s; and;

3.2.4 155 Mbit/s.

3.3 Each Forecast Profile shall be presented to BT at three monthly intervals, not less than 15 Working Days before the relevant Technical Review Meeting. The Advance Order Commitment for any three month period shall not vary from the previous Forecast Profile forecast for such period by more than 10% (by volume) below or 20% (by volume) above; the element of the Forecast Profile for the succeeding three months period shall not vary from the previous Forecast Profile forecast for such succeeding period by more than 30% (by volume) below or 30% (by volume) above. In calculating any increase to the Advance Order Commitment or the Forecast Profile, the final total shall, if not an integer, be rounded up to the nearest integer; in calculating any decrease to the Advance Order Commitment or the Forecast Profile, the final total shall, if not an integer, be rounded down to the nearest integer.

3.4 Each Forecast Profile shall be reviewed at the relevant Technical Review Meeting. Where agreed it will be signed within 10 Working Days by the authorised representatives of each Party to signify their intention to commit to the Advance Order Commitment.

3.5 If the Parties fail to agree a Forecast Profile (or part thereof), then either Party may notify the other in writing of a Dispute. Only those portions of an Advance Order Commitment that have not been agreed shall be a Dispute.

3.6 If the Orders actually placed by the Operator in any Advance Order Commitment period summate to less than 80% of the Advance Order Commitment for any of the groupings of bandwidths specified in paragraph 3.2, the Operator shall be liable to pay under-commitment charges in respect of that bandwidth category in accordance with the formulae in Appendix 03.1.

3.7 If no Advance Order Commitment is provided or Orders are placed by the Operator in excess of 120% of the Advance Order Commitment for that same period for any of the groupings of bandwidths specified in paragraph 3.2, the provisions of Annex E shall apply.

4. Assured Resilience

4.1 When placing an Order Request for a CSH circuit or an ISH circuit, the Operator may request Assured Resilience. If the Operator requests Assured Resilience, it shall specify the type of Assured Resilience required and BT shall use its reasonable endeavours to supply the relevant Assured Resilience in accordance with paragraph 8 of Annex A and the timescales for provisioning in Annex E.

4.2 Assured Resilience is restricted to circuits at 2Mbit/s and below. Assured Resilience is available only for those circuits provided by optical fibre or radio.

4.3 BT shall only supply Assured Resilience where there is network availability.

4.4 Where additional equipment is required to be installed to enable Assured Resilience the Operator agrees to pay any additional charges as advised by BT to the Operator as part of Firm Offer Confirmation and as set out in the Carrier Price List.

4.5 If the Operator requests Full Diversity End-to-End, BT shall provide such Assured Resilience if practicable if:

4.5.1 in relation to the relevant CSH Links, BT is able to ensure that the Base Circuit and Resilient Circuit enter the Operator building by separate ducts;
or

4.5.2 in relation to the relevant ISH Links, the Operator ensures that the Points of Handover for the Base Circuit and the Resilient Circuit are capable of being served by separate ducts;

and

4.5.3 in relation to the relevant Third Party Links BT is able to ensure that the Base Circuit and Resilient Circuit enter the Third Party building by separate ducts.

- 4.6 If required, BT shall provide new duct at the Operator's expense by the shortest practical route for the Resilient Circuit within an ISH Link, CSH Link and/or Third Party Link. If practicable, at the Operator's expense, BT will provide multiple Full Diversity whereby more than one Resilient Circuit is associated with a Base Circuit.
- 4.7 If Full Diversity End-to-End is not available BT shall, where practicable and if requested by the Operator, provide Main Link Diversity whereby more than one Resilient Circuit is associated with a Base Circuit.
- 4.8 If Full Diversity End-to-End or Full Diversity Main Link is not available or is not required by the Operator, the Operator may request, and BT will, if practicable, provide Basic Diversity.
- 4.9 If as a result of BT's restoration or repair of service Assured Resilience is suspended for the particular Base Circuit and associated Resilient Circuit(s). BT shall reinstate the Assured Resilience as soon as reasonably practicable. If BT is unable to reinstate the Assured Resilience, the Operator may terminate the relevant circuit that is no longer diversely routed or continue to use the circuit without Assured Resilience and no monitor charge shall be payable for this circuit.

5. Service Level Commitments

- 5.1 BT shall provide and maintain Partial Private Circuits in accordance with the provisions of this Schedule and Annex E.
- 5.2 For the avoidance of doubt, any failure by the Operator to provide forecast information pursuant to the provisions of paragraph 3 shall not affect BT's maintenance obligations under this Schedule and Annex E.

6. Fault Reporting

- 6.1 The Operator shall report a fault in service in accordance with the Manuals only after the Operator has established to its reasonable satisfaction that the fault is within the BT System, and not on the Operator System or Third Party equipment. The Operator shall at the time of report provide BT with a contact telephone number to enable BT to advise on the progress being made to clear the fault. The Operator shall require any Third Party to report all faults via the Operator's own fault report centre.
- 6.2 If the Operator reports a fault in service BT will respond in accordance with the level of maintenance care agreed with the Operator by carrying out one or more of the following actions:
- 6.2.1 providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by the Operator or Third Party, as appropriate;
- 6.2.2 where possible carrying out diagnostic checks from BT premises; or

- 6.2.3 visiting the Operator's premises or Third Party premises only if BT's action under paragraphs 6.2.1 and 6.2.2 does not result in the fault being diagnosed or cleared and where such a visit is considered necessary by BT.
- 6.3 BT shall take all proper steps without undue delay to correct the fault.
- 6.4 If the Operator reports a failure of a Partial Private Circuit and BT fails to restore the Partial Private Circuit in accordance with the parameters set out in Annex E, BT shall be liable to pay compensation in accordance with the provisions of Annex E.
- 6.5 If BT does work to correct a reported fault and finds there is none, the Operator shall pay a rate calculated at BT's applicable hourly rate.
- 6.6 If following the reporting of a fault BT attends Operator or Third Party premises by appointment and is unable to gain necessary access, BT may charge the Operator for such abortive visit at the rate specified from time to time in the Carrier Price List.
- 6.7 If BT agrees to attend a reported fault outside of the normal working hours appropriate to the level of maintenance care BT is contracted to provide for that Partial Private Circuit, the Operator shall pay a rate calculated at BT's applicable hourly rate.
- 7. Migration, Re-Designation, Managed Conversion and Grandfathering**
- 7.1 BT shall allow Migration, Re-Designation, Managed Conversion and Grandfathering in accordance with the provisions of Annex F.
- 8. Charging**
- 8.1 The Operator shall pay to BT the appropriate charges for Partial Private Circuits and EnhancedCare (if appropriate) as specified from time to time in the Carrier Price List.
- 8.2 The provision and rental charges shall be payable by the Due Date, and shall be calculated from the Brought into Service Date. Rental charges shall be payable annually or quarterly in advance, as agreed.
- 9. Term**
- 9.1 The minimum period of service for Partial Private Circuit Capacity shall be 12 months commencing on the Brought into Service Date.

9.2 The Operator may terminate any Partial Private Circuit Capacity by 30 working~~7~~ days' notice in writing expiring on or after the end of minimum period of service. The Operator must pay rental until 30~~7~~ 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.

APPENDIX 03.1

The formulae for the calculation of under-commitment charges by the Operator under paragraph 3 of Schedule 03 are as follows:

1. Below 1Mbit/s

Where an Operator places Orders for Partial Private Circuits below 1Mbit/s for the period corresponding to that of the Advanced Order Commitment, which total less than its Advance Order Commitment for the Partial Private Circuits below 1Mbit/s for that period, the Operator shall be liable to pay an under-commitment charge equal to "A" on the Due Date, where A shall be calculated as follows:

$$A = [(80\% \text{ of } B) - C] \times D$$

Where:

A = the under-commitment charge payable

B = the total Advance Order Commitment for Partial Private Circuits below 1Mbit/s for that period;

C = the number of Partial Private Circuits below 1Mbit/s ordered during the period to which the Advance Order Commitment relates, but does not include cancellations of Orders for Partial Private Circuits made during or after the relevant Advance Order Commitment period, but does include any Order for a Partial Private Circuit cancelled as a result of the inability of BT to secure consents for Partial Private Circuits;

D = £35

2. 1Mbit/s – 2Mbit/s

Where an Operator places Orders for Partial Private Circuits from 1Mbit/s to 2Mbit/s for the period corresponding to that of the Advanced Order Commitment, which total less than its Advance Order Commitment for the Partial Private Circuits from 1Mbit/s to 2Mbit/s for that period, the Operator shall be liable to pay an under-commitment charge equal to "A" on the Due Date, where A shall be calculated as follows:

$$A = [(80\% \text{ of } B) - C] \times D$$

Where:

A = the under-commitment charge payable

B = the total Advance Order Commitment for Partial Private Circuits from 1Mbit/s to 2Mbit/s for that period;

C = the number of Partial Private Circuits from 1Mbit/s to 2Mbit/s ordered during the period to which the Advance Order Commitment relates, but does not include cancellations of Orders for Partial Private Circuits made during or after the relevant Advance Order Commitment period, but does include any Order for a Partial Private Circuit cancelled as a result of the inability of BT to secure consents for Partial Private Circuits;

D = £98

3. more than 2Mbit/s – 45Mbit/s.

Where an Operator places Orders for Partial Private Circuits from 8Mbit/s to 45Mbit/s for the period corresponding to that of the Advanced Order Commitment, which total less than its Advance Order Commitment for the Partial Private Circuits from 8Mbit/s to 45Mbit/s for that period, the Operator shall be liable to pay an under-commitment charge equal to "A" on the Due Date, where A shall be calculated as follows:

$$A = [(80\% \text{ of } B) - C] \times D$$

Where:

A = the under-commitment charge payable

B = the total Advance Order Commitment for Partial Private Circuits from 8Mbit/s to 45Mbit/s for that period;

C = the number of Partial Private Circuits from 8Mbit/s to 45Mbit/s ordered during the period to which the Advance Order Commitment relates, but does not include cancellations of Orders for Partial Private Circuits made during or after the relevant Advance Order Commitment period, but does include any Order for a Partial Private Circuit cancelled as a result of the inability of BT to secure consents for Partial Private Circuits;

D = £98

4. 155 Mbit/s

Where an Operator places Orders for Partial Private Circuits of 155Mbit/s for the period corresponding to that of the Advance Order Commitment, which total less than its Advance Order Commitment for the Partial Private Circuits of 155Mbit/s for that period, the Operator shall be liable to pay an under-commitment charge equal to "A" on the Due Date, where A shall be calculated as follows:

$$A = [(80\% \text{ of } B) - C] \times D$$

Where:

A = the under-commitment charge payable

B = the total Advance Order Commitment for Partial Private Circuits of 155Mbit/s for that period;

C = the number of for Partial Private Circuits of 155Mbit/s ordered during the period to which the Advance Order Commitment relates, but does not include cancellations of Orders for Partial Private Circuits made during or after the relevant Advance Order Commitment period, but does include any Order for a Partial Private Circuit cancelled as a result of the inability of BT to secure consents for Partial Private Circuits;

D = £2,848

Note: In the calculation (80% of "B") pursuant to this Appendix 03.1 the final total shall, if not an integer, be rounded down to the nearest integer.