

BT PPC STANDARD HANDOVER AGREEMENT

ANNEX C

SCHEDULE 04

Third Party Links

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 Third Party Links ordered by the Operator.

2.2 Available bandwidths are as specified from time to time in the Carrier Price List. Third Party Links provided pursuant to this Schedule shall only be used for Partial Private Circuit purposes pursuant to this Agreement.

2.3 If the Operator has opted for a specific delivery mechanism in the Order Request, and that proves to be impracticable for BT:

2.3.1 if that specific delivery mechanism is the only option in the Order Request, BT shall so inform the Operator in place of supplying, and in the timescales for, a Firm Offer Commitment;

2.3.2 if the Operator has specified delivery options in order of preference, BT shall offer the proposed delivery mechanism in the Firm Offer Commitment, and explain why any higher ranking preferences have proved to be impracticable.

2.4 Provisioning and test procedures are specified in the Manuals.

2.5 The Parties shall agree any infrastructure necessary at the Third Party building for the Third Party Link. The Operator shall provide and maintain, or procure the provision and maintenance of, any such infrastructure and any equipment connected to the Third Party Link at the Third Party building at no cost to BT.

2.6 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 will not provide radio as a temporary measure. Such a service shall be offered to the Operator using FOC. BT may make a charge for the costs associated with the provision of radio.

2.7 If a service has been provided by radio, BT at its cost, may, at its discretion, provide in substitution a service by optical fibre.

2.8 If the substitution of radio by optical fibre, in accordance with paragraph 2.7, 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. Re-Use of equipment

3.1 Lift and Shift

If the Operator wishes to Lift and Shift equipment then BT will provide a quotation for such a service on a case by case basis within a target of 10 working days.

3.2 Deferred Use

3.2.1 If the Operator has opted for Deferred Use BT will provide such use as specified from time to time in the Carrier Price List and the Manual.

3.2.2 The maximum term of Deferred Use will be determined either by the date when the Operator indicates that the unit of equipment is required to be utilised again for new circuits, or the date when the unit of equipment becomes obsolescent, whichever is the earlier date, from BT's acceptance of an order. BT will determine on a case by case basis when a unit of equipment has become obsolete.

3.2.3 Annex E will not apply to Deferred Use equipment. If the equipment is utilised as part of a provisioning of new Partial Private Circuits then Annex E will apply from the Brought into Service Date.

3.3 Managed Handover

If the Operator has opted for Managed Handover BT will provide such handover as specified from time to time in the Carrier Price List and the Manual, subject to incorporation of the requirement under the relevant contract with the receiving Operator.

4. Service Level Commitments

4.1 BT shall provide Third Party Links in accordance with the provisions of this Schedule and 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. Charging

- 6.1 The Operator shall pay to BT the appropriate charges for Third Party Links (including any Ancillary Charges) as specified from time to time in the Carrier Price List.
- 6.2 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.
- 6.3 BT shall charge for Third Party Links irrespective of whether any associated CSH Links or ISH Links ordered under Schedules 01 or 02 have been delivered, excepting to the extent that BT is in default in the provision of such CSH Links or ISH Links when such charges shall be delayed until such Third Party Links are provided.

7. Term

- 7.1 The minimum period of service for Third Party Links shall be 12 months commencing on the Brought into Service Date.
- 7.2 **The Operator may terminate any Third Party Link capacity by 30 working7 days notice in writing expiring on or after the end of minimum period of service. 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.